

EXHIBIT B



GE Energy

MASTER SERVICES AGREEMENT

This Master Services Agreement ("MSA" or "Agreement") is entered into as of 01/31/2012 ("Effective Date") by and between General Electric Company, a corporation organized under the laws of the State of New York, U.S.A., acting through its GE Energy business, with a place of business at 4200 Wildwood Parkway, Atlanta, Georgia 30339 U.S.A. ("Company") and Grupo de Integracion Digital SA de CV ("Supplier") a CORPORATION organized under the laws of the country of Mexico having its principal place of business at Greco No. 9, Colonia Mixcoac, Mexico DF 03910 Mexico ("Supplier").

1. Engagement and Statements of Work.

1.1 Company engages Supplier to perform services such as ELECTRONIC PUBLISHING SOFTWARE DEVELOPMENT TECHNICAL DOCUMENTATION CREATION AND ADMINISTRATION TO SUPPORT ENGINEERING SERVICES WITHIN THE GENERAL ELECTRIC COMPANY which may include the provision of certain deliverables (collectively, the "Services") and which are further described in Company Purchase Order ("PO") and/or Statement of Work ("SOW") documents executed during the Term of this Agreement by an authorized representative from each party.

1.2 Each SOW shall contain: (i) a detailed description of the Services to be performed, (ii) the amount, schedule and method of compensation to be paid to Supplier by Company; and (iii) the term of the SOW, if different from the term of this MSA. Each PO and/or SOW issued pursuant to this Agreement shall be deemed incorporated into and governed by the terms of this MSA, and the Supplier's provision of Services shall be governed by this MSA as supplemented by the terms of the applicable PO and/or SOW. Where the terms of a PO or SOW conflict with the terms of the MSA, which existed prior to such PO or SOW, the terms of the pre-existing MSA shall prevail, except to the extent that the PO or SOW expressly states that the MSA is to be overridden or modified. No Company financial obligation will arise without issuance of a PO.

1.3 Changes to a PO or SOW. Company may at any time, in writing, make reasonable changes in the work described in a PO or SOW. If any changes cause an increase or decrease in the cost of, or the time required for the performance of, any work under a PO or SOW, an equitable adjustment shall be made in Supplier's fee or delivery schedule, or both. Any Supplier claim for an adjustment must be asserted within ten (10) days of Supplier's receipt of the change notification, and must be approved in a written amendment ("Change Order").

1.4 Extension to Affiliates. Any Company "Affiliate" may issue a PO or SOW under this MSA. An "Affiliate" with respect to either party shall mean any entity, including without limitation, any individual, corporation, company, partnership, limited liability company or group, that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such party. In the event that any Company Affiliate issues any PO or SOW pursuant to this Agreement, such PO or SOW: (i) shall incorporate by reference the terms of this Agreement, (ii) shall be deemed a separate contract between the parties who sign it and (iii) is an independent contractual obligation from any other PO or SOW. The term "Company" as used in this Agreement shall, for the purposes of any PO or SOW, issued by a Company Affiliate hereunder, be deemed to include only the Company Affiliate issuing such PO or SOW. The parties expressly agree that COMPANY SHALL HAVE NO LIABILITY NOR SHALL COMPANY INCUR ANY OBLIGATION OR BE RESPONSIBLE FOR THE FAILURE OF ANY COMPANY AFFILIATE TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT OR ANY PO OR SOW PLACED HEREUNDER.

2. Term. The term of this Agreement ("Term") shall begin on the "Effective Date" and end on 7/5/2013 ("Expiration Date"), unless sooner terminated as provided below. If signed after the Effective Date, the MSA shall be deemed retroactive to the Effective Date. The parties further agree that if any PO or SOW is in effect at the time of the expiration of this Agreement, then as it applies to such PO or SOW only, the Term of this Agreement will be extended until the expiration or termination of such PO or SOW.

3. Supplier's Personnel.

3.1 All persons providing Services under this Agreement are collectively referred to herein as "Supplier's Personnel". If requested by Company, Supplier shall list the names of all Supplier's Personnel in Schedule A hereto, indicating the relationship between Supplier and any person who is not Supplier's full-time employee. Without Company's prior written approval, Supplier shall not use any person to render Services who is not listed on Schedule A and/or who has been employed by the Company less than six (6) months prior to the start date of such person's performance under this Agreement. Company shall have the right to approve each such Supplier's Personnel before assignment to any effort to be undertaken by Supplier, the granting of access to any Company facility and the disclosure of any Company information. All Supplier's Personnel participating in the furnishing of any Services shall sign a copy of Schedule B.



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hereto, Secrecy and Inventions Agreement, which shall be forwarded to Company by Supplier to the address listed on such document.

3.2 Supplier shall, before engaging in work and after securing written authorization from all Supplier's Personnel, screen against the following lists: United States ("U.S.") Department of Commerce ("DOC") Denied Persons List: <http://www.bis.doc.gov/dpl/thedeniallist.asp>; US Dept. of Commerce Entity List: <http://www.access.gpo.gov/bis/ear/txt/744spir.txt>; U.S. Department of Treasury Specially Designated Nationals and Blocked Persons List: <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>; U.S. Department of State ("DOS") Debarment List <http://www.pmddtc.state.gov/compliance/debar.html>.

No person or entity on any of these lists may provide any Services to Company.

3.3 Supplier will also ensure compliance with the U.S. Immigration and Naturalization Service's I-9 process.

3.4 Security Sensitive Work. If the scope of the Services to be provided under this Agreement require Supplier's Personnel to perform work that is "security sensitive" (defined below), Company will designate the security sensitive work to be performed in the applicable PO or SOW. Prior to Supplier or Supplier's Personnel engaging in any security sensitive work, Supplier shall, after securing written authorization from Supplier's Personnel and at its expense, perform criminal conviction screening consistent with the GE Guidelines attached hereto as Schedule C. This screening will include the prior seven (7) year period, will include all locations in which Supplier's Personnel resided and will verify employment details during this period. Supplier shall retain a copy of this report for Company's inspection for at least one (1) year following the performance of such security sensitive work by Supplier's Personnel. Company reserves the right to determine, in its sole discretion, the type of work that will be designated as "security sensitive" under this Agreement. Such work may include, but shall not be limited to, work: (i) directly related to the operation or security of a GE facility, a piece of equipment, an electronic data system and/or a financial/accounting system; (ii) that involves placement of Supplier's Personnel at a Company worksite that is designated by the Company as security sensitive; or (iii) that involves access by Supplier Personnel to operations or facilities that are designated by the Company as security sensitive.

3.5 Contingent Workers' Database. The Contingent Workers' Database (the "CWD") is a global, web-based application that houses basic information on all contingent workers providing services to Company. Immediately upon receipt of a PO or SOW for Services under this Agreement and prior to the commencement of work for Company, Supplier shall initiate the registration process for the CWD by sending an email to CWDTBASE@ps.ge.com with "New Supplier MSA" in the subject line. Thereafter, Supplier will receive instructions on registering to use and populating the CWD. Supplier shall populate the CWD with the required information for all of Supplier's Personnel that are providing Services under this Agreement for more than ten (10) consecutive business days. Supplier shall enter the required information for the applicable Supplier's Personnel prior to the start of each Supplier Personnel's assignment with the Company, and Supplier shall update the CWD to reflect the end of each Supplier Personnel's assignment as soon as such assignment ends. Company may audit Supplier's compliance with its obligations regarding the population and maintenance of accurate data in the CWD at any time.

(a) Personal Data received from Supplier. "Personal Data" for the purposes of this Agreement is any information relating to an identified or identifiable, natural person, including but not limited to any data relating to Supplier's Personnel, as well as Company's employees, officers, directors, shareholders, customers, prospects, contacts, suppliers or distributors. Some jurisdictions impose restrictions on the collection and use of such information. Supplier agrees that it will be responsible for complying with any applicable laws or regulations applying to Supplier's loading of Personal Data into the CWD and/or any other databases or tools of Company or its Affiliates (collective "Other Company Databases") and to any other disclosures of Personal Data by Supplier to Company. Supplier understands and agrees that Company may use the information in the CWD for purposes reasonably related to the performance of this Agreement, including those identified in Schedule D of this Agreement. Supplier also understands and agrees that contact information for Supplier's Personnel may be transferred to and stored in other global databases located in the United States of America and maintained by Company or one of its Affiliates, and used for purposes reasonably related to this Agreement, including but not limited to supplier administration and payment administration. Personal Data relating to Supplier Personnel will not be shared beyond Company, its Affiliates and their contractors, who will be contractually bound to use the information only as reasonably necessary for the purposes of performing under their contractual obligations with Company and its Affiliates. Company will take appropriate measures to ensure that Personal Data relating to Supplier Personnel is stored securely and in conformity with applicable data protection laws.



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If any laws or regulations require that any of Supplier's Personnel whose Personal Data is entered into the CWD or other Company databases receive notice of or consent to such processing of his/her Personal Data, then Supplier: (1) shall provide notice to and obtain consent from such Supplier's Personnel; and (2) upon Company's request, shall provide Company with a copy of such notice and consent to Contingent Worker Database Administrator, 1 River Road, Building 5-4E, Schenectady, NY 12345. By way of example only, an Example Personal Data Notice and Consent Form is attached hereto as Schedule D.

4. Compensation and Payment Terms.

4.1 Unless expressly modified in a PO or SOW:

- (a) Supplier shall be paid on a time and materials basis according to the Fee Schedule attached hereto as Schedule A or as provided in any applicable PO or SOW with expenses reimbursed in accordance with the GE Travel Policy attached hereto as Schedule E. The foregoing will be the entire compensation to be paid to Supplier and will be in full discharge of any and all liability in contract or otherwise with respect to all Services rendered by the Supplier and Supplier Personnel.
- (b) All fees will be paid in U.S. Dollars and delivered to Supplier's principal place of business specified in the first paragraph of this Agreement.
- (c) Supplier's price for the Services includes all sovereign, state and local sales, use, excise, privilege, payroll and/or occupational taxes, any value added tax that is not recoverable by Company and any other taxes, fees, and/or duties applicable to the goods and/or Services purchased under this Order. If Supplier is obligated by law to charge any value added and/or similar tax to Company, Supplier shall ensure that if such value-added and/or similar tax is applicable, that it is invoiced to Company in accordance with applicable rules so as to allow Company to reclaim such value-added and/or similar tax from the appropriate government authority. Neither party is responsible for taxes on the other party's income or the income of the other party's personnel or subcontractors. If Company is required by government regulation to withhold taxes for which Supplier is responsible, Company will deduct such withholding tax from payment to Supplier and provide to Supplier a valid tax receipt in Supplier's name. If Supplier is exempt from such withholding taxes as a result of a tax treaty or other regime, Supplier shall provide to Company a valid tax treaty residency certificate or other tax exemption certificate at a minimum of thirty (30) days prior to payment being due.
- (d) All payment terms under this Agreement are net due one hundred and twenty (120) days from the Payment Start Date. The Payment Start Date is the later of the required date identified on the applicable PO, the received date of the Services in Company's receiving system or the date of receipt of valid invoice by Company. The received date of the Services in Company's receiving system will occur within forty-eight (48) hours of Company receiving confirmation that the Services have been provided in accordance with the applicable PO or SOW. Company shall be entitled to take an early payment discount of 0.0333% of the gross invoice price ("Daily Discount Rate") for each day before one hundred and twenty (120) days from the Payment Start Date that payment is made. For example, a discount of 3.5% would correspond to payment made one hundred and five (105) days early (i.e., fifteen (15) days after the Payment Start Date) and a discount of 0.333% would correspond to payment made ten (10) days early (i.e., one hundred and ten (110) days after the Payment Start Date). The Daily Discount Rate has been calculated based on a Prime Rate (defined below) of 3.25% ("Base Prime Rate"). If the Prime Rate in effect on the last business day of any month exceeds the Base Prime Rate, the Daily Discount rate will be adjusted on such date by 0.0007% for every twenty-five (25) basis points that the Prime Rate in effect on such date exceeds the Base Prime Rate; provided, however, that if the Prime Rate ever falls below the Base Prime Rate, then the Daily Base Discount Rate will remain 0.0333%. If the Daily Base Discount Rate is adjusted on the last business day of the month as set forth above, then such adjusted Daily Base Discount Rate will be applicable to all invoices posted for payment during the following month. For purposes of this Section, "Prime Rate" shall be the Prime Rate as published in the "Money Rates" section of *The Wall Street Journal* (or, in the event that such rate is not so published, as published in another nationally recognized publication) on the last business day of each month. For example, if the Prime Rate exceeds the Base Prime Rate by 0.25%, on the last day of the month, the Daily Base Discount Rate for the following month will increase by 0.0007%. Thus, a discount of 0.34% would correspond to payment made ten (10) days early (i.e., one hundred and ten (110) days from the Payment Start Date). If the date Buyer uses to calculate the early payment discount falls on a weekend or a holiday, payment to Seller will be made on the next business day with the full discount taken as if the payment had been made to Seller on such weekend or holiday date. Notwithstanding anything to the contrary in this Order, if Buyer elects to take the early payment discount to settle an invoice, Seller

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acknowledges and confirms that: (1) title to the goods and services shall pass directly to General Electric Capital Corporation ("GE Capital") in accordance with the terms of this Order; (2) once title to the goods and services has passed to GE Capital, GE Capital shall immediately and directly transfer such title to Buyer; and (3) any and all of the obligations, including representations and warranties Seller has provided with respect to the goods and services, shall be retained by Buyer, and Buyer may rely upon the same. Supplier's invoice shall in all cases bear Company's PO number and shall be issued no later than one hundred twenty (120) days after completion of the Services. Company shall be entitled to reject Supplier's invoice if it fails to include the Company PO number, is issued after the date set forth above or is otherwise inaccurate, and any resulting delay in payment shall be Supplier's responsibility. Supplier warrants that it is authorized to receive payment in the currency stated in this Agreement or any applicable PO or SOW. No extra charges of any kind will be allowed unless specifically agreed in writing by Company. Supplier warrants the pricing for any goods or services shall not exceed the pricing for the same or, comparable goods or services offered by Supplier to third parties. Supplier shall promptly inform Company of any lower pricing levels for same or comparable goods or services, and the parties shall promptly make the appropriate price adjustment.

4.2 Upon termination as provided below, all fees shall be payable on a pro-rated daily basis up to the date of termination and no installments shall be payable thereafter.

4.3 When any applicable governmental law, rule or regulation makes any payment prohibited or improper or requires the payment of a reduced fee, the portion of the fee so affected shall not be paid or if paid shall be refunded to Company.

4.4 Company shall be entitled at all times to set off any amount owing at any time from Supplier to Company or its Affiliates in connection with this or any other agreement between Supplier and Company or its Affiliates.

4.5 During the Term and for three (3) years thereafter, Supplier shall, at Company's request and without any additional charge, provide full and complete access during normal business hours to the offices, books and records of Supplier and its accountants for purposes of auditing any performance (including without limit employee screening and environmental compliance), compensation or reimbursement issue under this Agreement.

5. Confidentiality.

5.1 Supplier and all Supplier Personnel shall maintain in confidence and safeguard all Proprietary Information. "Proprietary Information" means: information that is or has been disclosed to Supplier by Company or its Affiliates (defined in Section 1.4): (i) in writing or by email or other tangible electronic storage medium and is clearly marked "Confidential" or "Proprietary"; or (ii) orally or visually, and then followed within thirty (30) working days thereafter with a summary or disclosure complying with the requirements of clause (i) above. Notwithstanding the foregoing, Proprietary Information also includes, without limitation: (a) commercially valuable information of Company and its Affiliates and their successors and assigns, the design and development of which required considerable amounts of time and money; (b) any computer software product and related information (collectively "Software Product") developed by Company and its Affiliates and/or their successors and assigns and (c) any "Company Property" (defined in Section 6.2(a)).

5.2 Supplier recognizes and acknowledges the confidential and proprietary nature of any Proprietary Information and acknowledges the irreparable harm that could result to Company if it is disclosed to a third party or used for unauthorized purposes without Company's prior written consent. Therefore, Supplier agrees, except as required by law:

- (a) to protect the confidentiality of Company's Proprietary Information (including any notes, summaries, reports, analyses or other material derived by Supplier or Supplier's Personnel in whole or in part from the Proprietary Information in whatever form maintained (collectively, "Notes"));
- (b) to use the Proprietary Information and/or Notes only for the purposes of conducting business with Company in a manner contemplated by this Agreement; and
- (c) to use the same degree of care as with its own confidential information, which shall be at least a reasonable standard of care, to prevent disclosure of the Proprietary Information and/or Notes, except to Supplier's Personnel to the extent necessary to permit them to perform the Services as set forth in this Agreement.

5.3 Supplier further agrees that prior to disclosing any Proprietary Information to Supplier's Personnel as set forth above, Supplier will: (i) advise such Supplier's Personnel of the confidential and proprietary nature of the Proprietary Information and Notes; and (ii) require them to sign the Secrecy and Inventions Agreement attached hereto as Schedule B.



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5.4 Supplier agrees to be responsible for any breach of this Agreement by it or Supplier's Personnel. Supplier acknowledges that money damages would not be a sufficient remedy for any breach of this Section. Accordingly, in the event of any such breach, in addition to any other remedies at law or in equity that Company may have, it shall be entitled to equitable relief, including injunctive relief or specific performance or both.

5.5 Obligations in this Section shall, with respect to each disclosure of Proprietary Information hereunder, continue for three (3) years from the date of each disclosure of Proprietary Information. Nothing herein is intended to limit or abridge the protection of trade secrets under applicable trade secrets law, and trade secrets shall be maintained as such until they fall into the public domain.

5.6 Upon completion or termination of this Agreement or upon request of Company, Supplier shall promptly: (i) return all Proprietary Information disclosed to it; and (ii) destroy (with such destruction certified in writing by Supplier) all Notes, without retaining any copy thereof. No such termination of the Agreement or return or destruction of the Proprietary Information and/or Notes will affect the confidentiality obligations of Supplier or Supplier's Personnel all of which will continue in effect as provided in this Agreement.

5.7 Information Not Covered. Notwithstanding the foregoing, the parties agree that Supplier's obligations with respect to handling, disclosing, reproducing and using such Proprietary Information are not applicable to any portion(s) of the Proprietary Information which: (a) is or becomes generally available to the public other than as a result of disclosure by Supplier or Supplier's Representatives; (b) was available on a non-confidential basis prior to its disclosure to Supplier and Supplier can verify such availability by written documentation; (c) is or becomes available to Supplier on a non-confidential basis from a source other than the Company when such source is not, to the best of the Supplier's knowledge, subject to a confidentiality obligation with the Company, or (d) was independently developed by Supplier or Supplier's Personnel, without reference to the Proprietary Information, and Supplier can verify the development of such information by written documentation.

5.8 Supplier Information. Knowledge or information of any kind disclosed to Company shall be deemed to have been disclosed without financial or other obligation on the part of Company to hold the same in confidence, and Company shall have full right to use and disclose such information without any compensation beyond that specifically provided by this Agreement.

5.9 Publicity. In addition to the other confidentiality obligations under this Agreement, Supplier shall not make any announcement, take or release any photographs (except for its internal operation purposes for performing the Services) or release any information concerning this Agreement or any part thereof or with respect to its business relationship with Company to any member of the public or press, any business entity or official body except as required by applicable law, rule, injunction or administrative order, unless prior written consent is obtained from Company. If Supplier determines it is obligated by law or a governmental authority to make any such announcement or release, Supplier shall promptly notify Company and cooperate with Company to ensure that suitable confidentiality obligations are afforded such information.

5.10 System Monitoring. Supplier agrees that the Company may, at any time, without further consent, access and monitor any usage by Supplier or Supplier's Personnel of any Company information, systems and resources, including without limitation: computers, computer software, electronic mail, online services, voicemail, facsimile machines, telephones and photocopiers.

6. Intellectual Property.

6.1 For purposes of this Agreement, "Intellectual Property" means all intellectual property and proprietary rights including without limitation all rights of inventorship and authorship, inventions, patents, patent applications, and know-how for any product, process, method, machine, manufacture, design, composition of matter, or any new or useful improvement thereof, as well as copyrights, trademark, trade dress and service mark rights and all rights in trade secrets, computer software, data and databases, and mask works.

6.2 Company Property.

(a) "Company Property" means: (1) Intellectual Property incorporated into the Services or any deliverables under this Agreement; (2) Intellectual Property conceived, produced or developed by Supplier, whether directly or indirectly or alone or jointly with others, in connection with or pursuant to Supplier's performance of this Agreement; and (3) creations and inventions that are otherwise made by Supplier through the use of Company's or its Affiliates' equipment, funds, supplies, facilities, materials and/or Proprietary Information; provided, however, that any



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techniques, technology or tools independently developed by Supplier and not developed for or paid for by Company shall not be the Intellectual Property of Company.

(b) Supplier acknowledges that Company claims and reserves all rights and benefits afforded under federal and international intellectual property laws in all Intellectual Property and Proprietary Information furnished by Company to Supplier hereunder and that Supplier is granted only a limited right of use of such Intellectual Property and Proprietary Information as set forth in this Agreement.

(c) Assignment and Recordation of Company Property. Supplier agrees that:

- (1) All copyrightable Intellectual Property, which are created by Supplier pursuant to this Agreement, shall be deemed "Works Made for Hire", as that phrase is defined in Section 101 of the United States Copyright Act, 17 U.S.C. § 101, and used in 17 U.S.C. § 201, on behalf of Company, and Company shall own all right, title and interest, including the worldwide copyright, in and to such materials;
- (2) Supplier hereby assigns and agrees to assign to Company all of its respective rights, title, and interest in Company Property, including all rights of inventorship and authorship, all patents and patent applications, all copyrights, all trademark and service mark rights, all rights in trade secret and proprietary information, all rights of attribution and integrity and other moral rights and all other intellectual property rights of any type (collectively referred to herein as "IP Rights");
- (3) Supplier and Supplier's successors in interest will, at Company's request and without further consideration, communicate to Company any facts known to them respecting Company Property, and testify in any legal proceedings, make all rightful oaths, sign all lawful papers and other instruments and generally do everything possible for title to the IP Rights in the Company Property to be clearly and exclusively held by Company; and
- (4) Supplier agrees that it will not apply for any state, federal or other U.S. or foreign jurisdiction's registration of rights in any of the Company Property and that it will not oppose or object in any way to applications for registration of same by Company or others designated by Company.

6.3 Supplier's Property. If Supplier intends to exclude any Intellectual Property from the assignment in Section 6.2(c) above, it must list such Intellectual Property on Schedule F hereto, Supplier's Reserved Intellectual Property, and obtain a Company representative's signature on Schedule F before incorporating Supplier's Intellectual Property into the Services and/or any deliverables under this Agreement. Supplier will own approved "Supplier's Reserved Intellectual Property" reflected on a properly executed Schedule F. However, Supplier grants Company a fully-paid, perpetual, irrevocable, world-wide, non-exclusive license to: (a) prepare derivative works from Supplier's Reserved Intellectual Property (using either Company's own employees or independent contractors), (b) reproduce Supplier's Reserved Intellectual Property and derivative works therefrom; and (c) make, use, distribute, perform, display and transmit Supplier's Reserved Intellectual Property and derivative works and reproductions thereof, and to sublicense the rights granted to Company in this paragraph.

6.4 Third Party Intellectual Property. Supplier shall not, without Company's written authorization, disclose or use, in Supplier's work with the Company, any secret or confidential information of others, nor incorporate into the Services and/or any deliverables to Company under this Agreement: (a) any software, applications, or components or other materials subject to Intellectual Property rights owned by any party (including Supplier) other than Company ("Third Party Intellectual Property"); or (b) any software, applications, or components or other materials, which are functionally dependent upon Company's use of Third Party Intellectual Property. If Company provides such written authorization, Supplier shall, in the absence of written agreement to the contrary, provide, at no expense to Company, all licenses to such Third Party Intellectual Property and which Company does not already have and which are reasonably necessary for Company to lawfully make all uses of the Services and/or any deliverables contemplated in this Agreement.

6.5 Escrow of Code. To the extent that any deliverables provided by Supplier under this Agreement include software, upon Company's request, Supplier agrees to deposit in escrow: (a) with an escrow agent designated by Company, and (b) pursuant to a written escrow agreement to be approved by Company in writing any and all materials relating to such software delivered under this Agreement, included, but not limited to a copy of the object code, source code, documentation and all annotations thereto ("Materials"). Company agrees to pay any amount necessary to create such escrow account and/or any related deposit fees. The escrow agreement shall provide, among other things, that in the event this Agreement is terminated for insolvency or default as provided in Sections 17.4 or 17.5 below, the escrowed Materials shall be delivered to Company. Company is hereby granted a license to use the Materials, when delivered to



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repair, modify, improve upon and use the deliverables under his Agreement as contemplated under this Agreement, including but not limited to the rights to reproduce, prepare derivative works, distribute, perform, display and transmit.

7. Personal Data Provided to Supplier.

7.1 "Company Personal Data" includes (a) Personal Data (defined in Section 3.5(a)) obtained by Supplier from Company (b) Personal Data (from whatever source) being "Processed" by Supplier on behalf of Company and (c) Personal Data (from whatever source) pertaining to Company personnel.

7.2 "Processing" of Personal Data shall mean and include any operation or set of operations which is performed upon personal data, whether or not by automatic means, such as collection, recording, accessing, retrieval, use, organization, storage, adaptation or alteration, consultation, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

7.3 In the event that Supplier accesses or otherwise Processes any "Company Personal Data" during its performance of the Agreement, it shall comply with the following obligations regarding Company Personal Data:

- (a) Supplier shall view and Process Company Personal Data only to the extent necessary to perform this Agreement or upon Company's written instructions.
- (b) Supplier undertakes to keep Company Personal Data confidential, and agrees to not disclose Company Personal Data to third parties without having first received express written approval from Company. Supplier and Supplier's Personnel (as defined in Section 3.1) shall Process Company Personal Data only on a need-to-know basis, regarding the performance of this Agreement and any PO or SOW issued pursuant to this Agreement.
- (c) Supplier shall implement technical and organizational measures to ensure the security and confidentiality of Company Personal Data in order to prevent, among other things: (i) accidental, unauthorized or unlawful destruction, alteration, modification or loss of Company Personal Data, (ii) accidental, unauthorized or unlawful disclosure or access to Company Personal Data, and/or (iii) unlawful forms of Processing. The security measures taken by Supplier shall be in compliance with all applicable data protection regulations and shall be commensurate with the risks represented by the Processing and the nature of the Company Personal Data to be Processed, taking into consideration the state of the art security measures available to protect such data and the implementation costs of such measures. Supplier shall immediately inform Company of any breach of its security and confidentiality obligations under this Section.
- (d) Supplier shall implement all measures necessary to ensure compliance by Supplier's Personnel with the obligations relating to Company Personal Data and shall require Supplier's Personnel, as a condition of having access to Company Personal Data, to sign individual confidentiality agreements in which they each agree individually to comply with the obligations of this Section of the Agreement. Schedule B of this Agreement shall be deemed adequate for this purpose. Company may also require Supplier to require Supplier's Personnel, as a condition of participating in specific assignments, to sign individual confidentiality agreements that are tailored for specific assignments.
- (e) Supplier shall comply with all applicable laws and regulations on Personal Data protection, and will process "Employment Data" consistent with the "GE Employment Data Protection Standards" a copy of which are located at <http://www.gepower.com/about/suppliers/en/document.htm> and may be requested from Company. In particular, if during the performance of this Agreement, Supplier obtains Company Personal Data directly from individuals to whom such data pertains ("Data Subjects"), Supplier shall provide such Data Subjects with the information required by applicable law and regulation and when necessary, obtain the Data Subjects' consent to acquire such information. However, prior to obtaining such consent from the Data Subjects, other than Supplier's employees or subcontractors, Supplier must obtain Company's written approval of the information and consent language to be used by Supplier to gather such Company Personal Data from the Data Subjects. Failure by Supplier to comply with any obligations relating to Company Personal Data or Personal Data set forth in this Agreement is considered a material breach of this Agreement.
- (f) Company may conduct at any time, subject to a prior written notice to Supplier, an on-site verification of Supplier's compliance with obligations relating to Company Personal Data, even after the termination of this Agreement. Supplier shall provide access to all applicable facilities, equipment and records in order to conduct such verification.
- (g) Upon termination of this Agreement, for whatever reason, Supplier shall stop any processing of Company Personal Data and shall return to Company any copy and/or reproduction thereof. These obligations regarding Company Personal Data shall remain in full force even after termination of this Agreement for whatever reason.



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8. Physical Property.

Unless otherwise agreed in writing, all tools, equipment or material furnished to Supplier or specially paid for by Company, including but not limited to Software Product (defined in Section 5.1) and any related items, and any replacement thereof, or any materials affixed or attached thereto, shall be and remain Company's personal property. Such property shall be plainly marked as Company's property and shall be safely stored separate and apart from Supplier's property. Supplier shall not substitute any Company property without Company's written approval. Such property, while in Supplier's custody or control, shall be held at Supplier's risk, shall be kept insured by Supplier at Supplier's expense in an amount equal to the replacement cost with loss payable to Company and shall be subject to removal at Company's written request, in which event Supplier shall prepare such property for shipment and shall redeliver to Company in the same condition as originally received by Supplier, reasonable wear and tear excepted, all at Supplier's expense.

9. Inspections, Testing and Acceptance.

9.1 All Services and/or any deliverables shall be subject to inspection and test by Company and any of its customers at all times and places. Supplier must follow coding and testing standards and must pass quality assurance standards provided by Company.

9.2 Supplier shall provide and maintain an inspection and process control system acceptable to Company covering any Services and/or deliverables provided hereunder. Records of all inspection work by Supplier shall be kept complete and made available to Company and any of its customers during the Term and for a period of three (3) years thereafter. Without any additional charge, Supplier will: (i) allow representatives of Company and its customers access to the facilities involved in performing this Agreement in order to assess: (a) work quality; (b) conformance with Company's specifications; and (c) conformance with Supplier's representations, warranties, certifications and covenants in this Agreement and (ii) provide all reasonable assistance for the safety and convenience of the inspectors in the performance of their duties.

9.3 Acceptance or rejection of the Services and/or any deliverables shall be made as promptly as practical after delivery, but failure to inspect and accept or reject the Services and/or deliverables or failure to detect defects by inspection, shall neither relieve Supplier from responsibility for all requirements relating to such Services and/or deliverables nor impose liabilities on Company for its failure to identify such defects.

9.4 If any of the Services and/or any deliverables under this Agreement, are found at any time prior to delivery to be defective, or otherwise not in conformity with the requirements of this Agreement, including any applicable specifications, Company, in addition to such other rights, remedies and choices as it may have by agreement and/or by law, at its option and sole discretion, and at Supplier's expense may: (a) reject and return such deliverables; (b) require Supplier to re-perform/replace the non-conforming Services and/or deliverables with Services and/or deliverables that conform to the requirements of this Agreement; and/or (c) take such actions as may be required to cure all defects and/or bring the Services and/or deliverables into conformity with all requirements.

10. Warranties.

10.1 Supplier warrants that:

- (a) Services and/or any deliverables will be in strict accordance with the specifications, designs and other requirements (including performance specifications) approved or adopted in any PO or SOW;
- (b) Services will be performed in a competent and professional manner in accordance with the highest standards and best practices of Supplier's industry;
- (c) All Services and/or deliverables sold will be free of any claims of any nature and by any third person, including but not limited to claims of Intellectual Property infringement and Supplier will convey clear title to Company; and
- (d) All Services and/or deliverables will be of merchantable quality, free from all defects in design, workmanship and material and will be fit for the particular purpose for which they are purchased.

10.2 The warranties in Section 10.1 shall apply for a period of twenty-four (24) months from the date Supplier completes its engagement. If any of the Services and/or deliverables under this Agreement are found to be defective during the warranty period, then in addition to other rights, remedies and choices it may have under this Agreement or at law or equity, Company, at its option and sole discretion, and at Supplier's expense may: (a) reject and return such deliverables; (b) require Supplier to re-perform/replace the non-conforming Services and/or deliverables with Services and/or deliverables that conform to the requirements of this Agreement; and/or (c) take such actions as may be required



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to cure all defects and/or bring the Services and/or deliverables into conformity with all requirements. Any attempt by Supplier to limit, disclaim or restrict any such warranties or any remedies of Company, by acknowledgment or otherwise, in accepting or performing this Agreement, shall be null, void and ineffective without Company's written consent.

11. Indemnities and Insurance.

11.1 **General.** Supplier shall take all necessary precautions to prevent the occurrence of any injury to persons, property or the environment during the progress of work and ensure that its Personnel neither pose a threat to Company's safe work environment nor the integrity of its business operations. Except to the extent that any injury or damage is due solely and directly to Company, Supplier shall release, defend, hold harmless and indemnify Company, its directors, officers, employees, agents, representatives, successors and assigns against any and all suits, actions or proceedings, at law or in equity, and from any and all claims, demands, losses, judgments, damages, costs (including reasonable attorneys' fees), fines, penalties, expenses or liabilities, including without limitation claims for personal injury or property or environmental damage, resulting from or in any way connected with any act or omission of Supplier's Personnel, Supplier, its agents, employees or subcontractors, whether acting in the course of their employment or otherwise, in connection with, but not limited to, all of the representations, warranties or covenants contained in this Agreement. In addition, Supplier shall indemnify, defend and hold Company harmless from and against any claims, costs or expenses, including, but not limited to, reasonable attorneys' fees, arising out of or in connection with any employment claims, i.e., workers compensation, harassment or discrimination claims, or breaches of Sections 5.1-5.7, 14 or 15 or Schedule B hereto by Supplier or Supplier's Personnel. Supplier agrees to include this clause in all related subcontracts. Supplier further agrees to indemnify Company for any attorneys' fees or other costs Company incurs in the event that Company has to file a lawsuit to enforce any indemnity or additional insured provisions of this Agreement.

11.2 **Intellectual Property.** Supplier shall indemnify, defend and hold Company harmless from any suit or proceeding brought against Company or its customers based on any claim that any Services, systems, article or apparatus, or any part thereof constituting Services and/or any deliverables furnished under this Agreement, as well as any device or process necessarily resulting from the use thereof, constitutes an infringement of any patent, copyright or other Intellectual Property right. If notified promptly in writing and given authority, information and assistance, at Supplier's expense, for the defense of same, Supplier shall pay all damages, costs and expenses incurred or awarded therein, including, but not limited to, reasonable attorneys' fees. If use of any systems, article, apparatus, part, device, process, Service and/or any deliverable is enjoined, Supplier shall, at its own expense and in the following order, subject to commercial practicality, either: a) procure for Company the right to continue using such Service, system, article or apparatus, part, device, process or deliverable; b) replace same with a non-infringing equivalent; or c) remove such system, article or apparatus, part, device, process or deliverable or halt such Service and refund the purchase price and, if applicable, the transportation and installation costs thereof.

11.3 **Insurance Coverage.** During the Term of this Agreement, Supplier, shall at its own cost, obtain and keep in force for the benefit of Supplier and Company all insurance/and or bonds required by law and the following insurance to be issued by insurance carriers with a minimum rating in A.M. Best's of A:VIII or better with minimum limits as set forth below:

- (a) Worker's Compensation and Employers Liability Insurance per statutory requirements;
- (b) Commercial General Liability with minimum limits for Bodily Injury and Property Damage on an occurrence basis of: \$3,000,000 per occurrence; \$5,000,000 aggregate.
- (c) Business Automobile Liability Insurance covering all vehicles used in connection with the work and covering Bodily Injury and Property Damage with a minimum limit equal to: \$2,000,000 per accident.
- (d) Professional Errors and Omissions Insurance covering the activities of Supplier written on a "claims made" basis with a minimum limit equal to: \$5,000,000 per occurrence.

11.4 Additional Insurance Requirements.

- (a) Company shall be named as additional insured under the policies of insurance set forth in subsections 11.3(b)-(d) above for any and all purposes arising out of or connected to the Services.
- (b) It is the intent of both parties to this Agreement that all insurance purchased by Supplier in compliance with this Agreement, will be primary to any other insurance owned, secured, or in place by Company, which insurance shall not be called upon by Supplier's insurer to contribute in any way. Supplier shall secure endorsements to this effect from all insurers of such policies.

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- (c) At Company's request, Supplier shall furnish Company with certificates of insurance and with copies of original endorsements effecting coverage required by this clause. The certificates and endorsements shall identify Company as an additional insured and shall be signed by a person authorized by that insurer to bind coverage on its behalf. Company reserves the right to require complete, certified copies of all required insurance policies, at any time.
- (d) All policies provided for herein shall expressly provide that such policies shall not be canceled, terminated or altered without sixty (60) days prior written notice to Company.
- (e) All insurance specified in this section shall contain a waiver of subrogation in favor of the Company, its Affiliates and their respective employees for all losses and damages covered by the insurance required by this section.

12. Relationship of the Parties; Assignment and Subcontracting.

12.1 Supplier is an independent contractor to Company. Supplier's Personnel are neither employees of Company nor eligible for participation in any Company employee benefit programs. The performance of Services by Supplier and receipt of payments shall have no effect on any payments or benefits that any of Supplier's Personnel is now or may later become entitled to as a result of past employment by Company.

12.2 Neither Supplier's Personnel, Supplier nor its agents, subsidiaries, affiliates and employees are in any way the legal representatives or agents of Company, and neither shall have any right or authority to assume or create any obligation of any kind expressed or implied in the name of or on behalf of Company.

12.3 This Agreement and any rights hereunder (except where expressly provided in a signed writing to the contrary) are non-exclusive and non-assignable. Any assignment by one party without the prior written consent of the other party shall be void; provided that Company may assign or transfer its rights and obligations under the Agreement to any Affiliate of Company upon written notice to Supplier. Supplier shall notify Company in writing in advance of any proposed change in its ownership, control or management and shall not without the written consent of Company delegate the performance of its obligations under this Agreement to any firm or person (other than a principal, officer or regular employee of Supplier). Notwithstanding the above, upon written notification to the other party, either party may assign this Agreement to any entity, which acquires all of (or substantially all of) the assets or voting stock of such entity.

12.4 Supplier may not subcontract or delegate any Services without Company's prior written consent.

13. Governing Law and Venue.

13.1 Each party's rights and obligations under or in connection with this Agreement shall be governed by the laws of the State of New York, U.S.A. (excluding its conflict of laws rules). The parties exclude application of the United Nations Convention on Contracts for the International Sale of Goods.

13.2 The parties shall attempt amicably to resolve any controversy, dispute or difference arising out of this Agreement, failing which either party may initiate litigation only in the United States District Court for the Southern District of New York or, if such court lacks subject matter jurisdiction, in the Supreme Court of the State of New York in and for New York County. The parties submit to personal jurisdiction in said courts and waive any defenses regarding venue or *forum non conveniens*.

14. Compliance with Laws. Supplier represents, warrants, certifies and covenants ("Covenants") that:

14.1 It will comply with all applicable laws, including, but not limited to, any national, international, federal, state, provincial or local law, treaty, convention, protocol, common law, regulation directive or ordinance and all lawful orders, including judicial orders, rules and regulations issued thereunder, including without limitation those dealing with the environment, health and safety, records retention and/or the transportation or storage of "hazardous materials". As used in this Agreement, the term "hazardous materials" shall mean any substance or material defined as a "hazardous material," "hazardous substance" or "dangerous good" under 49 CFR 171.8 or any other applicable requirement of any entity with jurisdiction over the activities, goods or services, which are subject to this Order;

14.2 No Services and/or deliverables supplied under this Agreement have been or will be produced utilizing forced, indentured or convict labor or utilizing the labor of persons in violation of the minimum working age law in the country of manufacture or in any country in which the Services are provided or in violation of minimum wage, hour of service or overtime laws in the country of manufacture or any country in which Services are provided. If any such labor is determined by Company to have been used, Company shall have the right to immediately terminate the Agreement without further compensation to Supplier;



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14.3 *Subcontractor Flow-downs for U.S. Government Commercial Items Contracts.* Where the Services and/or goods being procured by Company from Supplier are in support of a U.S. Government end customer or an end customer funded in whole or part by the U.S. Government, Supplier shall comply with the terms of FAR 52.212-5(e) or 52.244-6 and DFARS 252.212-7001(c) or DFARS 252.244-7000 to the extent those terms are applicable to commercially available off-the-shelf ("COTS") items or commercial items and as appropriate for the dollar value of this Agreement, any PO issued hereunder, and/or any SOW executed hereunder, (collectively, "Contract Documents") as applicable. In addition, if any of the Contract Documents are in support of a project involving Rural Utility Service ("RUS") funds, then the following additional requirements apply: (a) Article VI, Section 4 of RUS Form 198, "Compliance with Laws", specifically the certification as to Debarment and Suspension set forth in 7 CFR part 3017; and (b) Article VI, Section 5 of RUS Form 198, "Equal Opportunity Provisions", including the requirements for Supplier to provide a certification that Supplier has filed a current report on Standard Form 100 and a Certificate of Non-segregated Facilities. The version of these clauses/provisions/requirements shall be those that are in effect as of the Effective Date of this Agreement;

14.4 Supplier represents that any Services provided hereunder will be provided in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended, including Section 12 (a) thereof;

14.5 Supplier certifies that it is in compliance with the requirements for non-segregated facilities set forth in 41 C.F.R. Chapter 60-1.8;

14.6 Supplier and Supplier's Personnel agree to comply fully with the import and export control laws and regulations of the United States Government. No information, technical data, software or Services, including any deliverables, will be exported or re-exported except as permitted by U.S. law and regulation and with Company's written approval;

14.7 Supplier shall comply with all laws dealing with improper or illegal payments, gifts and gratuities, and Supplier agrees not to pay, promise to pay or authorize the payment of any money or anything of value, directly or indirectly, to any person for the purpose of illegally or improperly inducing a decision or obtaining or retaining business in connection with this Agreement;

14.8 Supplier agrees that if the Services it provides will have a material impact on Company's ability to report financial information in an accurate and timely manner, that Supplier will certify and ensure that it is in compliance with Section 404 of the Sarbanes Oxley Act of 2002 and that Supplier will supply to Company, in a manner specified by Company, documents attesting that Supplier has in place controls that are effective and have been tested by a third party, such as an outside auditor, that monitor and ensure compliance with Section 404 of the Sarbanes-Oxley Act of 2002; and

14.9 Supplier further agrees to provide at Company's request certificates relating to any applicable legal requirements or to update any and all of the certifications, representations and warranties under this Agreement, in form and substance satisfactory to Company.

15. Environmental Health and Safety. Supplier represents, warrants and certifies that:

15.1 It will take appropriate actions necessary to protect health, safety and the environment, including, without limitation, in the workplace and during transport;

15.2 Each chemical substance constituting or contained in goods sold or otherwise transferred to Company is listed on: (i) the Toxic Substances Control Act (15 USC 2601 et seq.), otherwise known as the TSCA Inventory, or exempted from such list under 40 CFR 720.30 – 38; (ii) the Federal Hazardous Substances Act (P.L. 92-516) as amended; (iii) the European Inventory of Existing Commercial Chemical Substances (EINECS) as amended; (iv) the European List of Notified Chemical Substances (ELINCS) and lawful standards and regulations thereunder or (v) any equivalent lists in any other jurisdiction to or through which Company informs Supplier the goods will likely be shipped;

15.3 Goods sold or transferred to Company will not include: (i) any chemical substance prohibited pursuant to Section 6 of the US Toxic Substances Control Act (TSCA); (ii) any of the following chemicals: arsenic, asbestos, benzene, beryllium, carbon tetrachloride, cyanide, lead or lead compounds, cadmium or cadmium compounds, hexavalent chromium, mercury or mercury compounds, trichloroethylene, tetrachloroethylene, methyl chloroform, polychlorinated biphenyl (PCB), polybrominated biphenyls (PBB), polybrominated diphenyl ethers (PBDE); (iii) designated ozone depleting chemicals as restricted under the Montreal Protocol (including, without limitation 111 trichloroethane, carbon tetrachloride, Halon-1211, 1301 and 2402, and Chlorofluorocarbons ("CFCs") 11-13, 111-115, 211-217), unless Company agrees in writing; (iv) any other chemical the use of which is restricted in any other jurisdiction to or through which Company informs Supplier the goods are likely to be shipped, unless Company expressly agrees in writing; and



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15.4 If any deliverables, goods or other materials sold or transferred to Company contain hazardous materials, Supplier shall provide all relevant information required pursuant to applicable requirements, such as: (i) the Occupational Safety and Health Act (OSHA) regulations 29 C.F.R. 1910.1200, including a completed Material Safety Data Sheet (OSHA Form 20) and mandated labeling information and (ii) any similar requirements in any other jurisdictions to or through which Company informs Supplier the deliverables, goods or other materials are likely to be shipped.

16. Conflict of Interest; Company Policies.

16.1 Supplier represents and warrants that: (a) it has no conflict of interest which would prevent Supplier from acting in the best interests of Company and that such a situation will not exist during the Term; (b) it has not entered into any contract or agreement, or executed any document whatsoever, that will in any manner prevent it from: (1) giving Company the exclusive benefit of services under this Agreement; (2) disclosing and assigning ideas, inventions, computer software, trade secrets and other Intellectual Property as provided in Section 6.2(c) of this Agreement; or (3) performing any other provision of this Agreement; (c) it will not enter into any contract or agreement, or execute any document, which will create a conflict of interest or which will prevent it from freely performing any provision of this Agreement; and (d) it will not knowingly incorporate confidential information of any person or entity not a party to this Agreement into any Services or deliverables furnished to Company without prior written notice to Company.

16.2 Supplier acknowledges that it has received a copy of the following documents: (i) Guidelines – Third Party Suppliers (the "Guidelines"), attached hereto as Schedule G, and (ii) the GE Energy Integrity Guide for Suppliers, Contractors and Suppliers (the "Guide"), attached hereto as Schedule H. Supplier agrees that it will: (a) comply fully with the Guidelines and the Guide in the performance of the Services, (b) provide a copy of the Guide to Supplier's Personnel; (c) instruct Supplier's Personnel to comply with such documents and (d) be responsible for any failure of Supplier's Personnel to comply with such documents. Supplier further agrees that it and Supplier's Personnel shall, upon reasonable notice, attend and participate in compliance briefings conducted by Company representatives; and

16.3 Supplier agrees that neither it nor any of Supplier Personnel shall communicate in any manner with: (a) any officer or employee of any Federal agency of the United States for or on behalf of Company with respect to any contract or federal procurement; or (b) any member of Congress or any employee of a member of Congress for or on behalf of Company with respect to any matter.

17. Expiration, Termination and Suspension.

17.1 Expiration. This Agreement shall automatically expire at the end of the Term unless specifically renewed prior thereto by mutual written consent by the parties.

17.2 Termination by Mutual Agreement. This Agreement and any PO or SOW hereunder may be terminated before the Term by mutual written consent by the parties.

17.3 Termination for Convenience. Company may terminate all or any part of this Agreement and any PO or SOW hereunder at any time by written notice to Supplier specifying the extent of termination and the effective date. Upon such termination (except due to Supplier's insolvency or default including failure to comply with this Agreement), Company and Supplier shall negotiate reasonable termination costs identified by Supplier within thirty (30) days of termination notice.

17.4 Termination for Insolvency. If Supplier ceases to conduct its operations in the normal course of business, including any inability to meet its obligations as they mature, if any proceeding under the bankruptcy or insolvency laws is brought by or against Supplier, if a receiver is appointed or applied for, or if an assignment for the benefit of creditors is made by Supplier, Company may terminate all or any part of this Agreement without liability, except for Services performed or deliverables delivered prior to termination or for deliverables covered by this Agreement then completed and later delivered in accordance with the terms of the Agreement.

17.5. Termination for Default.

Time is of the essence in this Agreement. Except for delay, which is due to causes beyond the reasonable control and without the fault or negligence of Supplier and its suppliers (lasting not more than sixty (60) days), Company may, by written notice of default, terminate the whole or any part of this Agreement in any one of the following circumstances if:

- (a) Supplier fails to perform within the time specified herein or any written extension granted by Company;
- (b) Supplier fails to make progress as to endanger performance of this Agreement;
- (c) Supplier breaches, violates or Company finds to be untrue, any of the certifications, representations and warranties set forth in Sections 14 and 15 of this Agreement; or



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(d) Supplier fails to comply with any other terms and conditions of this Agreement.

Such termination shall become effective if Supplier does not cure such failure within a period of ten (10) days or such longer period as Company may authorize in writing. Upon termination, Supplier shall continue performance of this Agreement to the extent not terminated, Company may procure, upon such terms as it shall deem appropriate, Services and/or deliverables similar to those so terminated, and Supplier shall be liable to Company for any excess costs for such Services and/or deliverables. As an alternate remedy and in lieu of termination for default, Company, at its sole discretion, may elect to extend the delivery schedule and/or waive other deficiencies in Supplier's performance, in which case an equitable reduction in the amount of payments to be made under the Agreement shall be negotiated. If Supplier for any reason anticipates difficulty complying with any required delivery dates hereunder, or in meeting any of the other requirements of this Agreement, Supplier shall promptly notify Company in writing. If Supplier does not comply with any schedule hereunder, Company may require delivery by the fastest means available and charges resulting from any such premium transportation must be fully pre-paid and absorbed by Supplier. The rights and remedies of Company provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by contract, law or equity.

17.6 Suspension.

Company may at any time, by written notice to Supplier, suspend performance of work hereunder, specifying the date of suspension and the estimated duration. Upon receiving any such notice of suspension, Supplier shall promptly suspend performance of work hereunder to the extent specified, and during the period of such suspension, properly care for and protect all work in progress and materials, supplies and equipment related to the work. Upon Company's request, Supplier shall promptly deliver copies of outstanding agreements and subcontracts for materials, equipment and services for the work and shall take such action relative to such agreements and subcontracts as directed by Company. Company may at any time withdraw the suspension by written notice to Supplier specifying the effective date and scope of withdrawal, and Supplier shall resume diligent performance of the work for which the suspension is withdrawn on the specified effective date of withdrawal.

17.7 Obligations Upon Expiration or Termination.

Neither Company nor Supplier shall be liable by reason of the termination, expiration or non-renewal of this Agreement to the other for compensation, reimbursement or damages on account of the loss of prospective or anticipated revenues or on account of expenditures, investments, leases or commitments in connection with the business or good will of Company or Supplier or otherwise. However, this limitation is not intended to limit the liability of either party for defaults under Section 17.5. Upon expiration or after receipt of a notice of termination, Supplier shall immediately:

- (a) stop work as directed in the notice;
- (b) place no further subcontracts or POs for materials, services or facilities hereunder, except as necessary to complete the continued portion of this Agreement; and
- (c) terminate all subcontracts to the extent they relate to work terminated.

After termination, Supplier shall deliver to Company all completed work and work in process, including all designs, drawings, specifications and other documentation and material required or produced in connection with such work and submit a final termination settlement proposal in the form and in the manner prescribed by Company. Company shall reimburse Supplier for the cost of all work performed under this Agreement before the date of receipt of the notice of termination, including a pro rata portion of Supplier's profit, less any costs Company incurred as a result of the termination, or due to Supplier's breach of any of its representations, warranties or covenants in this Agreement. The following terms of this Agreement shall survive any such expiration or termination: Sections 5, 6, 7 and 10-19.

18. Limitation of Liability.

Neither party to this Agreement shall have liability to the other with respect to claims arising out of, in connection with or resulting from this Agreement, whether in contract, tort (including negligence of any degree) or otherwise except as provided under the terms of this Agreement.

19. Release of Claims.

In consideration of the execution of this Agreement by Company, Supplier hereby releases Company from all claims, demands, contracts and liabilities, if any, as of the date of execution of this Agreement, except indebtedness, which may be owing upon a written contract signed by Company.



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20. Waiver and Failure to Enforce.

No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. Company's failure to enforce at any time or for any period of time any provision hereof shall not be construed to be a waiver of such provision or of the right to Company thereafter to enforce each and every such provision.

21. Notices.

Notices and other communications between the parties shall be in English and shall be deemed to be validly given if transmitted in writing, by registered mail, overnight courier or personal delivery, in all cases signature required, to the other party at the address and to the contact set forth below. Either party may change its address by giving notice to the other party as provided for herein.

Company

Name: GE Sourcing Legal
 Address: 4200 Wildwood PKWY
Atlanta, GA 30339
 Phone: 678-844-5657
 Fax: N/A

Supplier

Name: Jose M Garcia
 Address: Greco 9, Colonia Mixcoac, Mexico DF 03910
 Title: General Manager
 Phone: +52 55 1253 3200
 Fax: +52 55 5611 0243

22. Acceptance of Terms and Conditions.

The parties agree to be bound by and to comply with all the terms and conditions of this Agreement, including any supplements thereto and all specifications and other documents referred to in this Agreement. This Agreement does not constitute an acceptance by Company of any offer to sell, any quotation or any proposal. Reference in this Agreement to any such offer to sell, quotation or proposal shall in no way constitute a modification of any of the terms of this Agreement. The terms of this Agreement take precedence over any alternative terms and conditions in any other document connected with this transaction unless such alternative terms are expressly incorporated by reference on the face of this Agreement. ANY ATTEMPTED ACKNOWLEDGMENT OF THIS AGREEMENT CONTAINING TERMS AND CONDITIONS INCONSISTENT WITH OR IN ADDITION TO THE TERMS AND CONDITIONS OF THIS AGREEMENT IS NOT BINDING UPON COMPANY UNLESS SPECIFICALLY ACCEPTED BY COMPANY IN WRITING.

23. Electronic Commerce.

Supplier agrees to participate in all Company's current and future electronic commerce applications and initiatives. For contract formation, administration, changes and all other purposes each electronic message sent between the parties within such applications or initiatives will be deemed: a) "written" and a "writing"; b) "signed" (in the manner below); and c) an original business record when printed from electronic files or records established and maintained in the normal course of business. The parties expressly waive any right to object to the validity, effectiveness or enforceability of any such electronic message on the ground that a "statute of frauds" or any other law requires written, signed agreements. Between the parties, any such electronic documents may be introduced as evidence in any proceedings as business records originated and maintained in paper form. Neither party shall object to the admission of any such electronic document under either the best evidence rule or the business records exception to the hearsay rule. By placing a name or other identifier on any such electronic message, the party doing so intends to sign the message with his/her signature attributed to the message content. The effect of each such message will be determined by the electronic message content and by New York law, excluding any such law requiring signed agreements or otherwise in conflict with this paragraph.

24. Execution and Modification.

24.1 This Agreement and all documents incorporated herein by reference constitute the complete and final agreement concerning the subject matter hereof. Any representations, terms or conditions not incorporated herein shall not be binding upon either party. No course of prior dealings between parties, no course of performance and no usage of trade shall be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party has



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knowledge of the performance and opportunity for objection. The invalidity, in whole or in part, of any of the foregoing sections of this Agreement shall not affect the remainder of such sections or any other section of this Agreement.

24.2 This Agreement wholly cancels, terminates and supersedes all previous negotiations, commitments and writings between the parties in connection therewith. This Agreement shall not become effective or binding upon Company until signed by an authorized representative of Company at which time it will be deemed retroactively effective upon the Effective Date.

24.3 No change, modification, extension, renewal, ratification, rescission, termination, notice of termination, discharge, abandonment or waiver of this Agreement or any of the provisions hereof; nor any representation, promise or condition relating to this Agreement shall be binding upon Company unless made in writing and signed by an authorized representative of Company.

24.4 The parties agree that they will contract in the English language and that there shall be no requirement to translate this Agreement or any of the documents incorporated herein into any other language.

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective authorized representatives as of the date first written above.

GENERAL ELECTRIC COMPANY, through its
Energy business

Signature: Michelle Hatcher
Print Name: Michelle Hatcher
Title: Global Commodity Leader
Date: February 1, 2012

SUPPLIER



Signature: _____
Print Name: Jose M Garcia
Title: General Manager
Date: 01/31/2012



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SCHEDULES

<u>Schedule</u>	<u>Subject</u>
A	Schedule of Fees for Supplier's Personnel
B	Secrecy and Inventions Agreement
C	GE Guidelines For Workers Assigned to GE "Security Sensitive" Positions
D	Personal Data Consent Form
E	GE Travel and Living Policies
F	Supplier's Reserved Intellectual Property
G	Guidelines—Third Party Suppliers
H	GE Energy Integrity Guide for Suppliers, Contractors and Consultants



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SCHEDULE A

SCHEDULE OF FEES

The following SOW is applicable for the General Electric Company

Grupo de Integracion Digital SA de CV performs the following services such as ELECTRONIC PUBLISHING, SOFTWARE DEVELOPMENT, TECHNICAL DOCUMENTATION CREATION TO SUPPORT ENGINEERING SERVICES WITHIN THE GENERAL ELECTRIC COMPANY

E-publishing

- 1) The e_Publishing Suite (GRUPO software application) compiles a process where all files are delivered to a Single published database where the online manual, CD ROM/DVD, RTM, DIGITAL MANUAL and Hard Copy are produced.
- 2) During the publishing process, the manual is available for reviewing via the Internet on real time
- 3) The software application has several routines built in, that access different GE systems automatically (DART,COPICS, PARTS ERP, TIMES, PEGASUS, GIB, AMT, PLM) where data is downloaded and compiled with the Main TOC to publish a given book.
- 4) With XML technology, the application is defining/publishing different book components, done with Casper Framework to comply with gepower.com
 - a) TOCs within the book, volumes, tabs
 - b) Drawings (Critical/NON critical) and vendor documentation from PNET, DART, ORACLE BOM BOP ERP, DOCUMENTUM, PLM
 - c) Volume/Tab arrangement and references
 - d) Creates PDF files for database data
 - e) PDF indexing and compilation
- 5) Provides output in a predefined format for manuals to be available to GEPOWER.COM
- 6) All data (clean up, reviewed and indexed) and manual layout is identical throughout ALL the applications (Web book, HC and CD/DVD, RTM, DIGITAL MANUAL) to keep 100% job integrity
- 7) Create Preliminary TOC (skeleton TOC) based on similar projects
- 8) All Vendor supplied documentation is QA before DB upload.
- 9) With the output data, a CD/DVD, RTM, DIGITAL MANUAL and Hard Copy software suite creates the input for the CD-ROM/DVD, USB Flash Drive and Hard Copy.
- 10) RDM TOC definition using previously defined logic over the BOM input from COPICS (automatic process developed to Enhance productivity)
- 11) Once the manual content is defined and approved, all CD/DVD must ship the same day and HC will be shipped per Production Leader instructions, the on Line manual is uploaded to GEPOWER.COM
- 12) Define GE publications and edit all System Text and GEK in XML (EPIC) and Word editors
- 13) Define Vendor Section TOC based in BOM and F&IDs analysis

WEB

- 1) GRUPO owns the IP of the on line manual, so all updates and upgrades to the code are done accordingly without a commercial impact to GE Energy (in compliance with GE IM technology stack and QA tollgates)
- 2) Logon and Password protection Integrated with SSO, providing personalized login for each user, allowing users access to several manuals with the same user id and password according to profiling set by GE
- 3) Automatic updates to keep the latest revision level accessible to all users for:
 - a) Drawings and technical documentation from DART, PLM, DMS, BOMS from COPICS, CWC for Service and Product Letter/Bulletins
 - b) GE drawings from PNET / DOCUMENTUM
- 4) Hosted on GEPOWER.COM
- 5) Update all Customer information for Account Mapping and GIB
- 6) Proofing site using VPN site to site and E1 lines
- 7) QA process in place prior publishing the book
- 8) XML technology with PDF/XML legacy. Meta data includes location in the hard copy and CD/DVD editions
- 9) For GE Internal users Excel, PDF, and HTML TOCs are available for download,
- 10) Manual wide Search capability



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CD ROM/DVD

- 1) 10 year life expectancy quality CD Rom
- 2) Jewel Case with Color label (4 x 0) on CD/DVD and Jewel case artwork with Customer's specific Information (variable data inserted)
- 3) CD ROMS and DVDs are BOD (Burn on Demand)
- 4) Buckram CD/DVD Binders designed and assembled to last for more than 10 years
- 5) Binder is to have customer specific information silk-screened on the front cover and spines with the GE Corporate branding
- 6) GRUPO's software suite delivers a CD ROM/DVD with all the functional specs defined per GE CDS process including an auto Executable menu
- 7) Each CD ROM/DVD includes a personalized license agreement for the manual content
- 8) TOC is hyperlinked/linked to all menu items
- 9) Intelligent PDF files for easy navigation and search engine
- 10) All PDF files are checked and pre published over a network before compiling the CD ROM/DVD
- 11) On line proofing using web based applications
- 12) Issue updates accordingly

Real Time Manual (RTM):

- 1) 10 year life expectancy
- 2) All graphics and layout as approved by GE
- 3) Real Time Manual (RTM), a publishing software tool with a built in engine for automatic updates for a given manual
- 4) Encrypted Database for pre published books with common and specific electronic repositories
- 5) The most updated version of a given book not requiring a permanent internet connection
- 6) Encrypted Software key (dongle) to enforce manual content security
- 7) E mail notifications for updates
- 8) Integrated search engine capable of doing simultaneous searches
- 9) User interface can be arranged by the end user in multiple monitor/screens
- 10) With an open Internet connection updates are done automatically
- 11) All PDF files are checked and pre published over a network before compiling and encrypting the DB\
- 12) USB media with GE Logo
- 13) Supports centralized LAN deployment
- 14) Supports stand alone installation
- 15) All updates are automatically inserted
- 16) Built in PDF viewer and enhanced navigation viewing tools
- 17) Logs automatic update transactions
- 18) Multi document interface for different publications/manuals
- 19) Supports users defined manual structure on demand
- 20) Supports export to PDF functionality to enable the documentation to be loaded to a document management system and/or to be used in other electronic devices like tablet computers or other mobile devices
- 21) Provide technical support to end users via email, support central and/or telephone

Digital Manuals Manual (DM):

- 1) 10 year life expectancy
- 2) All graphics and layout as approved by GE
- 3) Real Time Manual (RTM), a publishing software tool to enable electronic distribution for a given manual
- 4) Encrypted Database for pre published books with common and specific electronic repositories
- 5) Encrypted Software key (dongle) to enforce manual content security
- 6) Integrated search engine capable of doing simultaneous searches
- 7) User interface can be arranged by the end user in multiple monitor/screens
- 8) All PDF files are checked and pre published over a network before compiling and encrypting the DB\
- 9) USB media with GE Logo
- 10) Supports centralized LAN deployment
- 11) Supports stand alone installation
- 12) Built in PDF viewer and enhanced navigation viewing tools
- 13) Multi document interface for different publications/manuals
- 14) Supports users' defined manual structure on demand



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- 15) Supports export to PDF functionality to enable the documentation to be loaded to a document management system and/or to be used in other electronic devices like tablet computers or other mobile devices
- 16) Provide technical support to end users via email, support central and/or telephone

Printed documentation

- 1) 10 year life expectancy
- 2) All graphics and layout as approved by GE
- 3) Buckram Hard Copy Binders (3" inch) with Ajax Post mechanism
- 4) Binder is to have customer specific information silk-screened on the front cover and spines with the GE Corporate Branding
- 5) Binder must match the CDROM binder in fabric and style
- 6) GRUPO's software suite delivers a Printed Edition JTK with all the functional specs defined per GE CDS process ,once the TOC is defined
- 7) Using PLM / TIMES, COPICS, PEGASUS and PARTS ERP assure timely completion of all TIMES activities related to Vendor Documentation and assigned to CDS
- 8) Contact GE vendors for expediting missing publications or bad quality documentation prior final shipment
- 9) On line proofing using web based applications and linked to PEGASUS, TIMES, DMS, CWC, PNEN, COPICS, Doc Control and DART/ PLM to enable real time information over specific activities
- 10) The HC provides the last QA of the process
- 11) Issue updates accordingly

Printed Field Procedures (FP) fulfillment

- 1) Create and maintain a website to enable end users to request hard copy field procedures to be used in a given outage.
- 2) Maintain a library with the latest versions of all field procedures.
- 3) Both, the website and the library support translated versions of all field procedures.
- 4) All graphics and layout as approved by GE
- 5) Manage user registration and collaborate with the designated business representative to process and approve or deny access requests.
- 6) Print and ship the field procedure binders per the requestor instructions.
- 7) Management of orders and purchase orders for requests received via the website.
- 8) The website provides reports of the processed transactions to the business owners.

Field Procedures (FP) Library fulfillment

- 1. Receive completed field procedure hard copies, scan and organize per the FP and outage ID.
- 2. Support reception of electronic files for completed Field Procedure, organized per the FP and outage ID.
- 3. Create and maintain a website to enable end users to query, read and download the scanned filled out field procedures.
- 4. Manage user registration and collaborate with the designated business representative to process and approve or deny access requests.
- 5. Provide storage for the scanned documents.
- 6. The website provides reports of the processed transactions to the business owners.
- 7. All graphics and layout as approved by GE
- 8. Provide Technical support via email to end users

Training manuals fulfillment

- 1. Fulfill hard copy and CD training manual orders per requests placed in a support central workflow.
- 2. Assemble the training manuals based on the table of contents provided by in the workflow.
- 3. Obtain all required documents from different sources within the GE network (PLM, DMS, ELC library folders, etc)
- 4. When requested provide electronic proofing of manuals prior to shipment.
- 5. All graphics and layout as approved by GE
- 6. Print and ship per instructions provided in the workflow
- 7. Obtain and manage purchase orders per individual workflows.
- 8. Provide Technical support via email to end users.

**Technical Information Letters fulfillment**

1. Fulfill hard copy and/or electronic TIL requests to support timely delivery to GE customers based on a support central workflow.
2. Assemble TIL packages based on the list provided by in the workflow.
3. Obtain all required documents from the TIL library, enforce to supply only "Customer" versions of the requested TILs.
4. Print and ship per instructions provided in the workflow

Laminated Drawings for outages fulfillment

1. Fulfill hard copy requests to support drawing availability during outages based on a support central workflow.
2. Print the requested drawings in oversize paper / film using PDF files supplied by the requestor using the workflow.
3. Print, laminate and ship per instructions provided in the workflow

Vendor document translation support

1. Based on the English version table of contents (TOC) for the customer documentation for a given project, and the guidelines provided to meet GE's contractual requirements, identify any sub-vendor documentation that requires to be provided in a translated language to fulfill GE's legal and/or contractual obligations.
2. Maintain a library of translated material, to enable reusing of material whenever possible.
3. Expedite with GE vendors to obtain documentation equivalent to what was provided in English for the requested translated language.
4. Evaluate the quality of the translated documents to confirm they are suitable to be used by GE for translation, if required expedite source documents from vendors.
5. Perform a high level formatting check over the files resulting from the translation process.

Technical Manuals end user registration support.

1. Process access requests to the web application submitted via GE's Single Sign On (SSO) registration process
2. Validate requestor eligibility for access, ensuring compliance with international trade regulations and GE access policy.
3. Handle communication with requestors via email during the approval process.
4. Manage the approval process, identify the correct GE personnel to provide approval for access based on the requested serial numbers.
5. Work with any other teams within GE to setup the requestors profile prior to granting access, ensuring correct profiling within the application.
6. Provide support to GE's L1 and L2 support teams to troubleshoot and solve any profiling issues.

Logistic support:

- 1) Website designed to support on real time:
 - a) Production status snapshots
 - b) Shipping management with real time tracking
 - c) Translation production process for GE documents
 - d) Job Scheduling system linked to PLM / TIMES, PEGASUS, GIB , etc
 - e) Shortage Management and tracking process
 - f) Distribution Lists process up-to-date for all jobs (New Unit and aftermarket)
 - g) Compile Distribution Lists for all the shipments
 - h) Collaboration & job history tracking Tools
 - i) Metrics
 - j) Purchase order releases history tracking
 - k) Assign GEK numbers
 - l) Standard material inventory
 - m) B2B suite for marketing material and technical documents
 - n) TIMES / PLM outlook tracking system
 - o) Built in graphic design tool for Binder Layout process
 - p) Built in quote and purchase order workflow
 - q) Link to FEDEX, UPS and DHL web based tracking systems for PODs
- 2) Web application 2nd level support
- 3) Support manual transactions done in Mexico per the outsource process for all front and back end processes related to technical documentation publishing activities



- 4) Fulfill all PLM/TIMES items/activities assigned to CDS
- 5) CLOSE all the TIMES/PLM activities from CDS
- 6) IM direct support for the CDS group
- 7) Order drawings from PLM
- 8) Binder ordering to fulfill all production requirements
- 9) In House Silk Screen Process to customize project data on binders
- 10) Define GT/ST/Aero derivate RDM, O&MM, I&CMM, QD, BOP, SM TOC
- 11) Define revision content
- 12) Vendor O&M documentation processing
- 13) Customer support-miscellaneous
 - a) On line manual functionality (web book)
 - b) Packaging issues
 - c) CD functionality
 - d) Manual shipping
 - e) Handle special requests (extra copies, special orders, etc)
 - f) Distribution List process to update contact information prior technical documentation shipments
 - g) Support Central Cases administration and fulfillment
 - h) Tracking process for all shipments
 - i) Web based B2B ordering system
 - j) Administration of legacy documentation
 - k) Complete vendor expediting process
 - l) GIB and AMT tracking support
 - m) Support Central community for IM support of all Grupo tools
 - n) On site Customer support for technical manuals' end users
 - o) Graphic Design support for special requests
- 14) Composition Services
 - a) Graphic Art support for technical documentation
 - b) Support Central workflow for all GEKs
 - c) Creation in XML, Word and PDF of all GEKs (Technical writing)
 - d) Uploads and downloads from DMS (Documentum) for GE tech pubs
 - e) Translation support from PDF image files to open source documents (Word, RTF, etc)
 - f) Translation Matrix support for all GE tech pubs as a cost reduction project
 - g) GE technical documentation formatting in compliance with GE branding guideline
- 15) Project Related
 - a) New Unit Find Similar Project TOC
 - b) New Unit Compile / Mix Similar TOC with JMOD Output
 - c) BOP TOC creation & document expediting based on MSD Sourcing and eBOM extract
 - d) VDE Tracking / Expediting with Engineering to closure as well as posting vendor critical items list
 - e) Vendor Documents Research in Pnet.
 - f) BOM and F&IDs AnalysisMSD Assembly & creation from vendor DIS-107/DIS-201 lists of documentation provided
 - g) Translation support and composition services for document comparison and proofing
 - h) Binder Approval Workflow Process
 - i) Distribution List Research & Approval process
 - j) Enhanced vendor document quality check point
 - k) Data Transfer to Technical Manuals Production Database.
 - l) TOC Research for aftermarket projects delivering open source documents (From Paper or Microfiche source to digital formats)
 - m) Follow Up (Revision Package Assemby)
 - n) Creation of Sub-supplier equipment-Device Cross-Reference Index based on final TOC
 - o) SALEM dwgs expediting and downloading, FEQ files and Renewal Parts lists
 - p) Downloading documentation from PNet , assembly of it following CDS PI 50, cleaning documentation, distilling to PDF format all provided documentation (in Word, Excel, Autocad, etc)
 - q) Finding information to create Binder layout and distribution list from Activity 0021A for FMII
 - r) Downloading BMFL from COPICS to create Complete BOM
 - s) Creation of RDM TOC from Complete BOM
 - t) Monitor each dwg downloaded that is sanitized and not critical before incorporating it to the RDM toc. Inform CDS of critical drawing list to pass on to the DART Team.



GE Energy

MASTER SERVICES AGREEMENT

Current Projects in development

- 1) Automation of Gas turbine/RDM and generator TOC definition
- 2) After market TOC definition
- 3) Front end to enable data analysis tools for Schenectady team
- 4) Central File web application

IM/Software support

- 1) GRUPO owns the IP of the on line Manual, RTM, DIGITAL MANUAL, CENTRAL FILE applications
- 2) Production Server equipment and maintenance (on line manual)
- 3) DB administration (on line manual)
- 4) Product and new feature development
- 5) Software to enhance productivity
- 6) Web book updates (drawings and pubs)
- 7) Web application 2nd level support
- 8) RTM support and training
- 9) GIB IM support (track, expedite and maintenance)
- 10) Webbook DB Query support
- 11) Development of collaboration Tools
- 12) Development of Automation Tools

Central File Admin

- 1) Central File hard copy administration
- 2) Support all GE requests for central file books
- 3) Digitization process of actual central file (books and GEKs)
- 4) Web based electronic library to support central file process



MASTER SERVICES AGREEMENT

PRICING STRUCTURE

DESCRIPTION	2011 UNIT PRICE	2012 UNIT PRICE
LETTER	\$	\$
11" X 17"	\$	\$
ADDITIONAL CD/DVD	\$	\$
LINKS	\$	\$
BINDER SILK SCREEN PERSONALIZATION	\$	\$

A) On Line Manual Initial Setup

GE BUSINESS	INITIAL SETUP PER BOOK
CDS (Customer Documentation Services) Schenectady	\$
GCS (global Control Services), Loveland, CO	\$
O&G (Oil and Gas), Osh Kosh, WI	\$
GE HYDRO	\$
GE EPE (Energy Products Europe), Belfort, France	\$
GE ELC (Energy Learning Center)	\$
GE AEP (Aero derivative Energy Products), Houston, TX	\$

B) Monthly Fee

GE BUSINESS	MONTHLY FEE
CDS (Customer Documentation Services) Schenectady	\$
GCS (global Control Services), Loveland, CO	\$
O&G (Oil and Gas), Osh Kosh, WI	\$
GE EPE (Energy Products Europe), Belfort, France	\$
GE ELC (Energy Learning Center)	\$
GE AEP (Aero derivative Energy Products), Houston, TX	\$



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The monthly fee pays for all the services provided to GE that cannot be directly included in a specific requisition (billable), such as:

- 1) Production Server equipment and maintenance (on line manual)
- 2) DB administration (on line manual)
- 3) Product and new feature development
- 4) Software development for process automation
- 5) Support manual activities done in Mexico (GEK creation, populate DMS, Uploads/downloads from DART and COPICS to Keep the online manual as the most updated version of the O&MM, etc.)
- 6) All activities that keep us as the responsible Tech Manual team for the following TIMES activities:
 - A) SE322
 - B) SE323
 - C) R2L,
 - D) SE332
 - E) SE360
 - F)and increasing as an overall cost reduction plan
- 7) Close all the PLM/TIMES activities from CDS
- 8) Electronic publishing
- 9) IM direct support for the CDS group
- 10) Compile Distribution Lists for all the shipments
- 11) Order drawings from BOMs, AND PLM
- 12) Web book updates (drawings and
- 13) Expediting Vendor pubs for a given DM (book)
- 14) Binder ordering
- 15) Extra Support to :
 - a) Define GT/ST RDM TOC
 - b) Define revision content
 - c) Define/Format TOC for BOP
 - d) Define ST OMM TOC
 - e) Define Aero derivative TOC for ICM, OMM and BOP
- 16) Vendor O&M documentation processing
- 17) Customer support-miscellaneous (as defined above)
- 18) GIB support for data integrity
- 19) RTM DB, e mail notifications, user on line training
- 20) DIGITAL Manual DB, e mail notifications, user on line training
- 21) Translation support and production coordination for all GE publications
- 22) PPE special projects support
- 23) Graphic design for all GE CDS products per Corporate branding
- 24) DB admin for all technical documentation

The Initial Set up varies due to the amount of information to be collected, administered, updated through all the life cycle of a given book and/or manual



GE Energy

MASTER SERVICES AGREEMENT

SCHEDULE BSECURITY AND INVENTIONS AGREEMENT

Supplier Name: Grupo de Integracion Digital SA de CV
 Employee Name: Jose M Garcia

E-mail Address: jose@grupogid.com

In consideration of General Electric ("Company") approval of my furnishing of services under the Master Services Agreement ("Agreement") between Company and Supplier, I agree to be personally bound by the following terms for Company's benefit:

1. Law and Conflict of Interest

I warrant that: (i) my work with Company will not violate any law or conflict with any continuing interests or obligations I may have with my current or prior employers; and (ii) during performance under the Agreement, I will avoid any other activities that would present a conflict of interest regarding such performance.

2. Confidentiality and Personal Data

I will hold in confidence all proprietary and confidential information I obtain from or develop for Company ("Proprietary Information"). I agree not to use Proprietary Information on my own behalf or on behalf of others, or disclose to others, at any time such Proprietary Information without Company's prior written consent. I also will not knowingly disclose to Company or its employees any information that is known to be secret, confidential or proprietary to any other person or firm. I further agree to keep confidential any "Company Personal Data", which is any information relating to an identified or identifiable, natural person (i) obtained by Supplier from Company, (ii) being "Processed by Supplier on behalf of Company or (iii) pertaining to Company's employees, officers, directors, shareholders, customers, prospects, contacts, suppliers or distributors, and I agree to only access and use such Company Personal Data to the extent necessary to perform this Agreement, to use reasonable measures to ensure the security and confidentiality of Company Personal Data and to comply with all applicable laws, regulations and Company or its Affiliates' policies relating to such data as are made known to me.

3. Inventions

I agree that any inventions, suggestions, ideas, innovations or reports made or conceived by me as a result of services performed hereunder ("Inventions") shall be promptly disclosed to, and shall be the sole property of, Company. I will cooperate with Company in obtaining patents on any such inventions and shall execute any documents tendered by Company to convey or perfect ownership in such Inventions. I will assist Company, at its expense, in any manner Company deems necessary to

My signature below indicates my intent to be personally bound by this document.

AGREED:

Printed Name: Jose M Garcia
 Title: General Manager
 Date: 01/31/2012

US MSA Template 06.14.2011

obtain, maintain or sustain such patents. Should any such Inventions be the result of combined efforts with, or the invention of any person or persons other than myself, I will so inform Company at the time of submission thereof. My obligations hereunder shall survive termination of this Agreement.

4. Copyrights

All copyrightable material resulting from work performed by me during the term of the Agreement shall be deemed to be "works made for hire" under U.S. copyright law and shall belong exclusively to Company. If by operation of law any such copyrightable materials are not deemed works made for hire, I agree to and hereby assign to Company the ownership of such materials including all copyrights thereto. Company may obtain and hold in its own name copyrights, registrations and other protection that may be available therein and I will provide Company any assistance required to perfect such protection. I expressly waive any "artist's rights" or "moral rights" I might otherwise have in the materials developed under this Agreement. To the extent I cannot effectively waive such rights, I agree that I will not seek to enforce such rights against Company or any licensee or purchaser of such materials from Company.

5. Employer-Employee Relationship

In furnishing services under this Agreement, I will at all times be acting as an employee of Supplier. I will not be a Company employee and will not through this Agreement or my services be entitled to participate in or receive any benefit or right under any Company employee benefit or welfare plans, including without limitation, employee insurance, pension, savings and stock bonus or savings and security plans.

6. IM Security Guidelines

I shall be bound by any additional password or security documents, NT guidelines, UNIX guidelines, software licenses and IM security guidelines provided by Company.

Mail to:

Database Administrator
 Contingent Worker Database
 1 River Road, Building 5-4E
 Schenectady, NY 12345

Confidential

GEGID20230



GE Energy

MASTER SERVICES AGREEMENT

SCHEDULE C

GUIDELINES FOR

WORKERS ASSIGNED TO "SECURITY SENSITIVE" POSITIONS

- I. Actions or events that preclude the supplier or subcontractor from assigning a worker to a Company worksite or facility in a "security sensitive" position:
 - (a) A worker is serving probation¹ for any criminal conviction, whether or not a felony.
 - (b) The worker misrepresents information provided to his/her employer on the employment application or pre-placement questionnaire. (Care should be taken to ensure that decisions are in accordance with applicable state and federal regulations regarding hiring practices. Supplier should consult with its local Human Resources and/or Legal Department to ensure compliance with these guidelines and applicable law).
 - (c) Dishonesty or breach of trust; or
 - (d) A matter that directly relates to the worker's suitability for assignment to the position for which he or she is intended.

- II. Actions or events that require the supplier or subcontractor to notify Company and seek approval prior to assigning a worker to a Company worksite or facility in a "security sensitive" position.
 - (a) The worker has been convicted of, or pled guilty to, any of the following felonies at any time.
 - Homicide
 - Burglary
 - Aggravated Assault
 - Criminal Sexual Abuse
 - Kidnapping, Abduction, Unrestraint
 - Threatening or Harassing
 - Altering or tampering with Motor Vehicle ID Numbers
 - All offenses involving drugs
 - Offenses involving Criminal enterprises and Racketeering
 - Prostitution, Sexual Exploitation of minors and Obscenity
 - Individual Rights (Peonage, Involuntary Servitude and Slave Trade)
 - Antitrust
 - Public Safety (Explosives and Arson, Firearms, Mailing Injurious Articles)

 - (b) Other types of felonies and misdemeanors should also result in exclusion for a GE "security sensitive" assignment if:
 - The nature of the act is such that it would cause Company to doubt the trustworthiness of the worker; or
 - Assigning the worker to GE could cause GE to be put in a significantly increased risk of litigation or negative publicity.

 - (c) In reaching a placement decision in light of (a) and (b) above, consideration should be given to factors that may mitigate the doubts and/or risks noted above. These factors may include such things as the circumstances surrounding the act(s) or event(s), the amount of time that has elapsed since the conviction, the age of the individual when he/she committed the act and whether there have been repeated incidences of unlawful acts.

¹Typically, background checks will not give sufficient details to permit a determination of whether an applicant remains on probation. Often, the record will show when probation began. Based on the date probation began, the applicant should be interviewed to determine current status.



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MASTER SERVICES AGREEMENT

SCHEDULE D
EXAMPLE PERSONAL DATA NOTICE AND CONSENT FORM (CONTINGENT WORKER)

*** THIS PERSONAL DATA CONSENT FORM IS PROVIDED TO SUPPLIER AS AND EXAMPLE ONLY. SEE SECTION 3.5 (a).

A. DISCLOSURE

1. **Introduction.** Since you will be providing services as a Contingent Worker ("CW" or "you") assigned by your employer ("Supplier") to work on a project for General Electric Company ("GE") or one of its subsidiaries or affiliates (collectively the "GE Companies") or their successors in interest, the GE Companies need to collect, track and process certain information about you that may be deemed "personal data" and regulated by law in some jurisdictions, including but not limited to European Union Member States. The law in those jurisdictions requires the GE Companies and their employees to observe certain standards when processing personal data. For example, the GE Companies and their employees must maintain accurate, up-to-date personal data, which is not kept longer than necessary and which is protected against loss or disclosure. This form describes the types of data which the GE Companies intend to process in connection with your assignment, ways in which it will be processed and the reasons for such processing. The term "processing" for these purposes includes obtaining, recording, holding, transferring, adapting, disclosing, erasing and otherwise using data. GE will be the data "Controller" for this processing.

2. **Data Held.** The following is a list of the types of data relating to you that will be held by the GE Companies and may be deemed "personal data":

(a) data about you, including your name, nickname, office address, office telephone, mobile telephone, pager and facsimile number, office email address, email mailing list memberships, direct reports, country of citizenship (necessary for access controls on export-controlled information), Company Directory Initiative ("CDI") ID (a database identifier assigned by GE), whether you are a prior GE employee, whether Supplier has performed a satisfactory background check on you, and whether you have signed certain agreements and acknowledgements that may apply to your assignment, such as this Personal Data Consent Form, Assignment Limitation Acknowledgement, GE Integrity Acknowledgement, Network Access Agreement, End User License Agreement, and Secrecy and Invention Agreement; and

(b) data about your GE assignment, including the name of the assignment, your job title on the assignment, your function (work skill) on the assignment, your role within that function, your assignment location, your contract type (i.e., fixed price, time & materials, etc.), your hourly billing rate, your normal billing hours per week, your assignment start date, assignment target end date and assignment actual end date, the payment method for your services, Purchase Order ("PO") number, Request for Proposal ("RFP") number, Funding Cost Center Code, and Cost Tracking Type used for the assignment, and whether a Purchase Service Agreement was signed; and

(c) data about projects you work on while in the assignment, including Contingent Worker's Project ID number, the project name, project description, the name of the GE IT Organization leading the project, the GE business unit supported by the project, the GE function supported by the project, the primary technology used on the project, and the GE-assigned category of the project (such as Make, Buy or Sell, and RTS or Program); and

(d) data about your employer (GE's Supplier), such as Supplier's name, the Supplier's primary contact person's name, telephone number and email address, the percentage of GE ownership in Supplier, whether Supplier is a GE Global Development Center (yes/no); whether Supplier is a Minority/Women Owned Enterprise (yes/no); whether Supplier has signed a Master Services Agreement ("MSA") with GE (yes/no, MSA Effective Date, MSA end date); and

(e) data about your GE Assignment Leader, such as his name, location, job title, GE function and/or organization, manager, and human resources manager.

3. **Use of Personal Data.** As part of a global business with other GE Companies, GE Companies must process personal data on a centralized basis and share information with other GE Companies for certain purposes, including: (a) security (activities to ensure the safety of workers, resources and communities, such as authenticating worker status to authorize access to GE Companies' resources and facilities); (b) business process execution and management (activities to run the operations of the GE Companies, such as scheduling work, managing company assets, populating directories, setting up email accounts); and (c) Supplier and contingent worker activity management (such as headcount management, scheduling work, calculating and delivering Supplier payments, complying with applicable legal requirements and communicating with contingent workers).

There are many systems in which the GE Companies store and process personal data, which include but are not limited to: Single Sign On ("SSO") (access control for applications), eAdmin (access control for applications), Exchange 2000 (email servers), Global Address List (lookup directory for email system), Phonebook Application (directory assistance for company telephone numbers), Company Directory Initiative ("CDI") Database (master list of directory information), the Standard Decision Support and Reporting Systems, (reporting on workforce utilization) and Contingent Worker Database (contingent worker data management).

4. **Sensitive Personal Data.** Sensitive personal data refers to specific types of data that are treated as particularly sensitive, such as racial or ethnic origin, religion, criminal convictions, trade union membership and health data (collectively, "Sensitive Data"). Additional security and protection measures (e.g., physical security devices, restricted access) are provided for Sensitive Data. The GE Companies will obtain, where required by law, your explicit consent to the processing of any Sensitive Data about you.

5. **Sharing Data with Third Parties.** In addition to sharing data with other GE Companies as described above, GE Companies may provide certain data to third party providers of outsourced data processing. These third party providers will be allowed to process the data only in accordance with a GE Company's instructions. The GE Companies will select reliable suppliers who undertake, by contract or equivalent means, to put in place appropriate security measures to ensure an adequate level of protection under your local

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data protection legislation. The GE Companies may also be required to disclose certain of your personal data: (1) as a matter of law (e.g., to tax and social security authorities); (2) to protect GE Companies' legal rights (e.g., to defend a litigation suit); or (3) in an emergency where the health or security of an employee or contingent worker is endangered (e.g., a fire).

6. **Data Transfer Across National Boundaries.** As the GE Companies operate internationally, we need to make your data available to GE Companies outside of the nation where you reside, including the United States (where many of the centralized database servers are located) and other nations outside of the European Union. National laws vary regarding the level of protection for personal data, but the GE Companies will seek to ensure that the data has at least an adequate level of protection under your local data protection legislation.

7. **Data Maintenance and Inquiries.** You are permitted to inquire (at reasonable intervals) as to the nature of the personal data about you that is stored or processed about you by the GE Companies. You may also request access (through your Assignment Leader) to personal, factual information about you that is held by the GE Companies, subject to applicable legal requirements. In the event that any such data is inaccurate or out of date, you are entitled to request that the data be amended. If access or rectification is denied, the reason for the denial will be communicated and a written record will be made of the request and reason for denial. If you demonstrate that the purpose for which the data is being processed is no longer legal or appropriate, then the data will be deleted, unless the law requires otherwise. It is your responsibility to notify your Assignment Leader of any change in your personal data relevant to your assignment records (see for example the fields listed in Section 2 above), so that the GE Companies can maintain accurate contingent worker assignment records. Inquiries regarding the manner in which the GE Companies maintain your personal data can also be addressed to your Assignment Leader. If you have any questions which cannot be adequately addressed with your Assignment Leader, send them to: Contingent Worker Questions, Contingent Worker Database Administrator, GE Energy, 1 River Road, Building 5-4E, Schenectady, New York 12345.

8. **Storage.** Personal data shall not be stored for longer than is reasonably necessary for the purposes detailed above, and the GE Companies will take adequate measures to ensure the security of the data.

9. **Exemptions.** The GE Companies are generally permitted under exemptions in local data protection legislation to process the personal data of contingent workers as reasonably necessary to the performance of their contracts, even without consent. However, to the extent that the GE Companies' processing does not fall within this exemption and in relation to (i) the transfer of your personal data across national boundaries and (ii) any processing of your sensitive data, your consent is requested so that such processing may be carried out.

CONSENT

I confirm that I have read and fully understand the provisions detailed above concerning the purposes for which personal data is required from me by the GE Companies and the way in which the GE Companies shall treat such data, and I consent to such processing.

Signed:

Date: 01/31/2012

Printed Name: Jose M Garcia

Employer's Name: Grupo de Integracion Digital SA de CV



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SCHEDULE E
GE TRAVEL and LIVING POLICIES

Company will not reimburse any travel expenses unless such expenses are: (i) pre-approved in writing by Company; (ii) supported by documentation; and (iii) incurred in accordance with the guidelines set forth in this Agreement.

- Transportation
- Air Travel
- Coach class is required for all flights within North America, within Europe, and within Asia-Pacific (for flights originating in those respective regions).
- Coach class is strongly recommended for all flights between North America and Europe and between North America and the northern portion of South America.

For these flights, because of the combination of longer distances and the potential for unusual timing or circumstances, the ultimate decision between coach and business class remains with the traveler. It is expected that the choice of business class will be limited.

- Business class is allowed for flights beyond the above "coach zone", e.g., North America to Asia-Pacific.

Supplier's Personnel may retain credits from frequent traveler programs. However, travel plans, routing requirements, etc., should not result in additional expense to Company nor require an increase in travel time during regularly assigned working hours.

- The cost of upgrading an airline ticket to another class is not reimbursable.
- Reservations
 - Make your own travel reservations and when possible schedule meetings to allow for travel during off-peak hours.
 - Take the "best buy" airfare recommended by the agent.
 - Book tickets as early as possible.
 - Use teleconferencing and/or videoconferencing to minimize travel costs.
 - Minimize number of employees taking same trip, e.g., to trade shows, conferences, etc.
 - Consider non-refundable fare for frequent trips to the same location.
 - Consider staying over on Saturday night to obtain lower airfare (Company will reimburse hotel and meal costs if the total cost is lower).
- Ground Transportation
 - Use hotel/airport shuttle services when practical.
 - Book smallest rental car practical for traveler's purpose.
 - When using your personal vehicle, you will be reimbursed for mileage that qualifies as business mileage under the Internal Revenue Code.
 - For New York airports private limos are not allowable expenses, except:
 - When traveling outside normal working hours (very early in the morning or late in the evening) or when there is a safety concern.
 - When there are at least two passengers and a private limo would be a lower cost option than other alternatives such as a rental car or scheduled limo service with Red Dot.
 - From Fairfield use Hertz or Red Dot Limo Service.
 - Minimize Company costs on rental cars by returning rental cars with a full tank of gas.
- Living, Meals & Other Expenses
- Personal Meals
 - Meals are reimbursable provided you are on Company business away from your normal place of business with an overnight stay.
 - On a day trip, meals eaten outside your regularly assigned work hours are reimbursable.
- Other Reimbursables
 - Gratuities for bellhop, taxi, meals, etc.
 - Highway tolls and parking fees.
 - Laundry and dry cleaning services if the employee is away for five consecutive days.



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- Telephone and fax expenses incurred on behalf of the Company, including essential calls to home.
- **Business Meals & Business Meetings**
- Costs for meetings, including meals, incurred in connection with provision of the Services are reimbursable, provided there is a legitimate business purpose for such meeting.
- Expense account must indicate date, time, place, business purpose and business relationship of attendees.
- Exercise good judgment.
- **Expenses Not Reimbursable**
The following items are considered to be of a personal nature, and therefore are not normally reimbursable by the Company.
 - Airline club membership fees
 - Clothing or toiletries, except if caused by airline delay or overbooking of airplane reservations
 - Cost of a circuitous or side trip for personal convenience or benefit
 - Fines for traffic violations
 - Gifts of any type for Supplier's Personnel or their families
 - Insurance on personal property; personal travel insurance
 - Items for personal use, such as: hairstyling, shoe shine, magazines, newspapers, movies (including in-room movies), shows, and sporting events (unless for entertainment on behalf of the Company) and other similar items
 - Loss or theft of personal property (e.g., clothes, jewelry, etc.), cash advance, personal funds, or tickets
 - Maintenance or repair of personal property (e.g., home and grounds) while out of town on Company business
 - Parking or garage charges at the employee's regularly assigned place of business
 - Personal credit card fees or charges incurred as a result of third-party misuse of lost credit cards
 - Traveling expense between home and regularly assigned place of business
- **Unusual Expenses**
 - In the event there are valid business reasons to incur expenses not reimbursable under these guidelines, these expenses may be reimbursed with appropriate Company approval.
 - Review unusual circumstances with your Company contact in advance.



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SCHEDULE F SUPPLIER'S RESERVED INTELLECTUAL PROPERTY

The following applications were developed and are owned by Grupo de Integracion Digital SA de CV

- 1) GRUPO owns the IP of the on line manual, RTM, DIGITAL MANUAL AND CENTRAL FILE applications
- 2) e_Publishing Suite (GRUPO software application) for automatic CD ROM creation
- 3) www.grupogid.net production tracking tool
- 4) Automation tools developed and used for production means
- 5) All source codes of the proofing sites used for production means

Approved by:
GENERAL ELECTRIC COMPANY, through its Energy business

By: Michelle Hatcher

Michelle Hatcher
(Print or Type Name)

Global Commodity Leader

(Print or Type Title)

February 2, 2012

(Print or Type Date)

mh



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SCHEDULE G
GUIDELINES - THIRD PARTY SUPPLIERS

As a condition to providing Services pursuant to the Agreement, Supplier and Supplier's Personnel shall comply with applicable law and Company Policies and the following Guidelines:

1. **Source of Information.** During performance of the Agreement, Supplier and Supplier's Personnel may occasionally solicit or obtain competitive and market information from customers and suppliers of Company, and other non-competitive sources of information (e.g., architect-engineers, power brokers) and which is publicly disseminated (e.g., annual reports, investment banking analysis). However, Supplier and Supplier's Personnel shall not solicit or obtain competitive information from turbine-generator or energy product and services competitors of Company (including Company manufacturing associates and licensees), including with respect to:

- | | |
|---|---|
| -- prices
-- costs
-- product or service offerings
-- production or sales volume
-- production capacity
-- customer, consortium partner or supplier classification or selection
-- distribution methods or channels | -- terms or conditions of sale
-- profits or profit margins
--market share
--decisions to quote or not to quote
--sales territories |
|---|---|

2. **Multi-line or Competitor Distributors.** Supplier and Supplier's Personnel shall not solicit or obtain any competitive information from a multi-line or other distributor that represents a Company competitor.

3. **Government Procurement.** Supplier and Supplier's Personnel shall not solicit or obtain any information from a U.S. Federal, State or Foreign government agency, official or employee concerning a current procurement, whether pre-bid, post-bid, pre-award or post-award. Supplier and Supplier's Personnel may solicit or obtain historical and other publicly available information from a government agency, official or employee with the prior approval of Company counsel.

4. **Use of Agents or Representatives.** Supplier and Supplier's Personnel shall not use any agents or representatives to solicit or obtain information prohibited under these Guidelines.

5. **Competitor-Originated Documents.** Any Company competitor-originated documents obtained by Supplier and Supplier's Personnel during the performance of the Services shall be marked in a prominent location as follows:

*Received from (name of source organization)
Through (name of source individual) [with authority] {if appropriate}
On (date received)
By (name of recipient and component)"

6. **Retention of Records.** Supplier shall retain all files and records related to Services and competitor-originated documents obtained by Supplier during performance if the Services for a period of three (3) years following the Term of this Agreement. Supplier shall make such files, records and documents available during normal business hours to Company counsel upon request.

7. **Questions or Concerns.** If Supplier or Supplier's Personnel have any questions about these Guidelines or their obligations under the Agreement or concerns related to the performance of the Services with respect to these Guidelines, Supplier shall promptly contact the cognizant Company manager or Company counsel.



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SCHEDULE H
GE ENERGY INTEGRITY GUIDE FOR SUPPLIERS, CONTRACTORS AND CONSULTANTS

A Message from GE Energy

The General Electric Company and its GE Energy business ("GE") are committed to unyielding Integrity and high standards of business conduct in everything we do, especially in our dealings with GE suppliers, contractors and consultants (collectively "Suppliers"). For well over a century, GE people have created an asset of incalculable value: the company's worldwide reputation for integrity and high standards of business conduct. That reputation, built by so many people over so many years, depends on upholding it in each business transaction we make.

GE bases its Supplier relationships on lawful, efficient and fair practices, and expects its Suppliers to adhere to applicable legal and regulatory requirements in their business relationships, including those with their employees, their local environments, and GE. The quality of our Supplier relationships often has a direct bearing on the quality of our customer relationships. Likewise, the quality of our Suppliers' products and services affects the quality of our own products and services.

To help GE Suppliers understand both: (1) the GE commitment to unyielding Integrity and (2) and the standards of business conduct that all GE Suppliers must meet, GE has prepared this GE Energy Integrity Guide for Suppliers, Contractors and Consultants. Suppliers are expected to collaborate with GE's employees so that those employees can continue to consistently meet these GE integrity commitments.

The Guide is divided into four sections:

- GE Code of Conduct
- GE Compliance Obligations
- Responsibilities of GE Suppliers
- How to Raise an Integrity Concern

Suppliers should carefully review this Guide, including but not limited to the section entitled "Responsibilities of GE Suppliers." Suppliers are responsible for ensuring that they and their employees, workers, representatives and subcontractors comply with the standards of conduct required of GE Suppliers. Please contact the GE manager you work with or any GE Compliance Resource if you have any questions about this Guide or the standards of business conduct that all GE Suppliers must meet.

***John Krenicki, President & CEO
Lawrence K. Blystone, Vice President, Global Supply Chain Management
Micaela Niven Bulich, Vice President, Global Sourcing***

GE Code of Conduct

GE's commitment to total, unyielding Integrity is set forth in GE's compliance handbook, The Spirit & The Letter. The policies set forth in The Spirit & The Letter govern the conduct of all GE employees and are supplemented by compliance procedures and guidelines adopted by GE

business components. All GE employees must not only comply with the "letter" of the Company's compliance policies, but also with their "spirit."

The "spirit" of GE's Integrity commitment is set forth in the GE Code of Conduct, which each GE employee has made a personal commitment to follow:

- Obey the applicable laws and regulations governing our business conduct worldwide.
- Be honest, fair and trustworthy in all of your GE activities and relationships.
- Avoid all conflicts of interest between work and personal affairs.
- Foster an atmosphere in which fair employment practices extend to every member of the diverse GE community.
- Strive to create a safe workplace and to protect the environment.
- Through leadership at all levels, sustain a culture where ethical conduct is recognized, valued and exemplified by all employees.

No matter how high the stakes, no matter how great the challenge, GE will do business only by lawful and ethical means. When working with customers and Suppliers in every aspect of our business, we will not compromise our commitment to integrity.

GE Compliance Obligations

All GE employees are obligated to comply with the requirements — the "letter" — of GE's compliance policies set forth in The Spirit & The Letter. These policies implement the GE Code of Conduct and are supplemented by compliance procedures and guidelines adopted by GE business components and/or affiliates. A summary of some of the key compliance obligations of GE employees follows:

IMPROPER PAYMENTS

- Always adhere to the highest standards of honesty and integrity in all contacts on behalf of GE. Never offer bribes, kickbacks, illegal political contributions or other improper payments to any customer, government official or third party. Follow the laws of the United States and other countries relating to these matters.
- Do not give gifts or provide any entertainment to a customer or supplier without prior approval of GE management. Make sure all business entertainment and gifts are lawful and disclosed to the other party's employer.
- Employ only reputable people and firms as GE representatives and understand and obey any requirements governing the use of third party representatives.

INTERNATIONAL TRADE CONTROLS

- Understand and follow applicable international trade control and customs laws and regulations, including those relating to licensing, shipping and import documentation and reporting, and record retention requirements.



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- Never participate in boycotts or other restrictive trade practices prohibited or penalized under United States or applicable local laws.
- Make sure all transactions are screened in accordance with applicable export/import requirements; and that any apparent conflict between U.S. and applicable local law requirements, such as the laws blocking certain U.S. restrictions adopted by Canada, Mexico and the members of the European Union, is disclosed to GE counsel.

MONEY LAUNDERING PREVENTION

- Follow all applicable laws that prohibit money laundering and that require the reporting of cash or other suspicious transactions.
- Learn to identify warning signs that may indicate money laundering or other illegal activities or violations of GE policies. Raise any concerns to GE counsel and GE management.

PRIVACY

- Never acquire, use or disclose individual information in ways that are inconsistent with GE privacy policies or with applicable privacy and data protection laws, regulations and treaties.
- Maintain secure business records of information, which is protected by applicable privacy regulations, including computer-based information.

SUPPLIER RELATIONSHIPS

- Only do business with suppliers who comply with local and other applicable legal requirements and any additional GE standards relating to labor, environment, health and safety, intellectual property rights and improper payments.
- Follow applicable laws and government regulations covering supplier relationships.
- Provide a competitive opportunity for suppliers to earn a share of GE's purchasing volume, including small businesses and businesses owned by the disadvantaged, minorities and women.

REGULATORY EXCELLENCE

- Be aware of the specific regulatory requirements of the country and region where the work is performed and that affect the GE business.
- Gain a basic understanding of the key regulators and the regulatory priorities that affect the GE business.
- Promptly report any red flags or potential issues that may lead to a regulatory compliance breach.
- Always treat regulators professionally and with courtesy and respect.
- Assure that coordination with business or corporate experts is sought when working with or responding to requests of regulators.

WORKING WITH GOVERNMENTS

- Follow applicable laws and regulations associated with government contracts and transactions.
- Be truthful and accurate when dealing with government officials and agencies.
- Require any supplier or subcontractor providing goods or services for GE on a government project or contract to agree to comply with the intent of GE's Working with Governments policy and applicable government contract requirements.

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- Do not do business with suppliers or subcontractors that are prohibited from doing business with the government.
- Do not engage in employment discussions with a government employee or former government employee without obtaining prior approval of GE management and counsel.

COMPLYING WITH COMPETITION LAWS

- Never propose or enter into any agreement or understanding with a GE competitor to fix prices, terms and conditions of sale, costs, profit margins or other aspects of the competition for sales to third parties.
- Do not propose or enter into any agreements or understandings with GE customers restricting resale prices.
- Never propose or enter into any agreements or understandings with suppliers that restrict the price or other terms at which GE may resell or lease any product or service to a third party.

ENVIRONMENT, HEALTH & SAFETY

- Conduct your activities in compliance with all relevant environmental and worker health and safety laws and regulations and conduct your activities accordingly.
- Ensure that all new product designs or changes or service offerings are reviewed for compliance with GE guidelines.
- Use care in handling hazardous materials or operating processes or equipment that use hazardous materials to prevent unplanned releases into the workplace or the environment.
- Report to GE management all spills of hazardous materials; any concern that GE products are unsafe; and any potential violation of environmental, health or safety laws, regulations or company practices or requests to violate established EHS procedures.

FAIR EMPLOYMENT PRACTICES

- Extend equal opportunity, fair treatment and a harassment-free work environment to all employees, co-workers, consultants and other business associates without regard to their race, color, religion, national origin, sex (including pregnancy), sexual orientation, age, disability, veteran status or other characteristic protected by law.

SECURITY AND CRISIS MANAGEMENT

- Implement rigorous plans to address security of employees, facilities, information, IT assets and business continuity.
- Protect access to GE facilities from unauthorized personnel.
- Protect IT assets from theft or misappropriation.
- Create and maintain a safe working environment.
- Ensure proper business continuity plans are prepared for emergencies.
- Screen all customers, suppliers, agents and dealers against terrorist watchlists.
- Report any apparent security lapses.

CONFLICTS OF INTEREST

- Financial, business or other non-work related activities must be lawful and free of conflicts with one's responsibilities to GE.



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- Report all personal or family relationships, including those of significant others, with current or prospective suppliers you select, manage or evaluate.
- Do not use GE equipment, information or other property (including office equipment, e-mail and computer applications) to conduct personal or non-GE business without prior permission from the appropriate GE manager.

CONTROLLERSHIP

- Keep and report all GE records, including any time records, in an accurate, timely, complete and confidential manner. Only release GE records to third parties when authorized by GE.
- Follow GE's General Accounting Procedures (GAP), as well as all generally accepted accounting principles, standards, laws and regulations for accounting and financial reporting of transactions, estimates and forecasts.
- Financial statements and reports prepared for or on behalf of GE (including any component or business) must fairly present the financial position, results of operations and/or other financial data for the periods and/or the dates specified.

INSIDER TRADING OR DEALING & STOCK TIPPING

- Never buy, sell or suggest to someone else that they should buy or sell stock or other securities of any company (including GE) while you are aware of significant or material non-public information ("inside information") about that company. Information is significant or material when it is likely that an ordinary investor would consider the information important in making an investment decision.
- Do not pass on or disclose inside information unless lawful and necessary for the conduct of GE business — and never pass on or disclose such information if you suspect that the information will be used for an improper trading purpose.

INTELLECTUAL PROPERTY

- Identify and protect GE intellectual property in ways consistent with the law.
- Consult with GE counsel in advance of soliciting, accepting or using proprietary information of outsiders, disclosing GE proprietary information to outsiders or permitting third parties to use GE intellectual property.
- Respect valid patents, trademarks, copyrighted materials and other protected intellectual property of others; and consult with GE counsel for licenses or approvals to use such intellectual property.

Responsibilities of GE Suppliers

GE will only do business with Suppliers that comply with all applicable legal and regulatory requirements. Today's regulatory environment is becoming more challenging, subjecting GE and its Suppliers to a growing number of regulations and enforcement activities around the world. This environment requires that GE and its Suppliers continue to be knowledgeable about and compliant with all applicable regulations and committed to regulatory excellence. Suppliers that transact business with GE are also expected to comply with their contractual obligations under any purchase order or agreement with GE and to adhere to the standards of business conduct consistent with GE's obligations set forth in the "GE Compliance

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"Obligations" section of this Guide and to the standards described in this section of the Guide. A Supplier's commitment to full compliance with these standards and all applicable laws and regulations is the foundation of a mutually beneficial business relationship with GE.

GE expects its Suppliers, and any Supplier's subcontractors, that support GE's work with government customers to be truthful and accurate when dealing with government officials and agencies, and adhere strictly to all compliance obligations relating to government contracts that are required to flow down to GE's suppliers.

As stated above, GE requires and expects each GE Supplier to comply with all applicable laws and regulations. Unacceptable practices by a GE Supplier include:

- Minimum Age. Employing workers younger than sixteen (16) years of age or the applicable required minimum age, whichever is higher.
- Forced Labor. Using forced, prison or indentured labor or workers subject to any form of compulsion or coercion or trafficking in persons in violation of the U.S. Government's zero tolerance policy or other applicable laws or regulations.
- Environmental Compliance. Lack of commitment to observing applicable environmental laws and regulations. Actions that GE will consider evidence of a lack of commitment to observing applicable environmental laws and regulations include:
 - Failure to maintain and enforce written and comprehensive environmental management programs, which are subject to periodic audit.
 - Failure to maintain and comply with all required environmental permits.
 - Permitting any discharge to the environment in violation of law or issued/required permits or that would otherwise have an adverse impact on the environment.
- Health & Safety. Failure to provide workers a workplace that meets applicable health, safety and security standards.
 - Human Rights.
 - Failure to respect human rights of Supplier's employees.
 - Failure to observe applicable laws and regulations governing wage and hours.
 - Failure to allow workers to freely choose whether or not to organize or join associations for the purpose of collective bargaining as provided by local law or regulation.
 - Failure to prohibit discrimination, harassment and retaliation.
- Code of Conduct. Failure to maintain and enforce GE policies requiring adherence to lawful business practices, including a prohibition against bribery of government officials.
- Business Practices and Dealings with GE. Offering or providing, directly or indirectly, anything of value, including cash, bribes, gifts, entertainment or kickbacks, to any GE employee, representative or customer or to any government official in connection with any GE procurement, transaction or business dealing. Such prohibition includes the offering or providing of any consulting, employment or similar position by a Supplier to any GE employee (or their family member or significant



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other) involved with a GE procurement. GE also prohibits a GE Supplier from offering or providing GE employees, representatives or customers or any government officials with any gifts or entertainment, other than those of nominal value to commemorate or recognize a particular GE Supplier business transaction or activity. In particular, a GE Supplier shall not offer, invite or permit GE employees and representatives to participate in any Supplier or Supplier-sponsored contest, game or promotion.

- **Business Entertainment of GE Employees and Representatives.** Failure to respect and comply with the business entertainment (including travel and living) policies established by GE and governing GE employees and representatives. A GE Supplier is expected to understand the business entertainment policies of the applicable GE business component or affiliate before offering or providing any GE employee or representative any business entertainment. Business entertainment should never be offered to a GE employee or representative by a Supplier under circumstances that create the appearance of an impropriety.

- **Collusive Conduct and GE Procurements.** Sharing or exchanging any price, cost or other competitive information or the undertaking of any other collusive conduct with any other third party to GE with respect to any proposed, pending or current GE procurement.

- **Intellectual Property and Other Data and Security Requirements.** Failure to respect the intellectual and other property rights of others, especially GE. In that regard, a GE Supplier shall:

- Only use GE information and property (including tools, drawings and specifications) for the purpose for which they are provided to the Supplier and for no other purposes.

- Take appropriate steps to safeguard and maintain the confidentiality of GE proprietary information, including maintaining it in confidence and in secure work areas and not disclosing it to third parties (including other customers, subcontractors, etc.) without the prior written permission of GE.

- If requested by GE, only transmit information over the Internet on an encrypted basis.

- Observe and respect all GE patents, trademarks and copyrights and comply with such restrictions or prohibitions on their use as GE may from time-to-time establish.

- Comply with all applicable rules concerning cross-border data transfers.

- Maintain all personal and sensitive data, whether of GE employees or its customers in a secure and confidential manner, taking into account both local requirements and the relevant GE policies provided to the Supplier.

- **Trade Controls & Customs Matters.** The transfer of any GE technical information to any third party without the express, written permission of GE. Failure to comply with all applicable trade control laws and regulations in the

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import, export, re-export or transfer of goods, services, software, technology or technical data including any restrictions on access or use by unauthorized persons or entities, and failure to ensure that all invoices and any customs or similar documentation submitted to GE or governmental authorities in connection with transactions involving GE accurately describe the goods and services provided or delivered and the price thereof.

- **Use Of Subcontractors or Third Parties to Evade Requirements.** The use of subcontractors or other third parties to evade legal requirements applicable to the Supplier and any of the standards set forth in this Guide.

The foregoing standards are subject to modification at the discretion of GE. Please contact the GE manager you work with or any GE Compliance Resource if you have any questions about these standards and/or their application to particular circumstances. Each GE Supplier is responsible for ensuring that its employees and representatives understand and comply with these standards. GE will only do business with those Suppliers that comply with applicable legal and regulatory requirements and reserves the right, based on its assessment of information available to GE, to terminate, without liability to GE, any pending purchase order or contract with any Supplier that does not comply with the standards set forth in this section of the Guide.

How to Raise an Integrity Concern

Subject to local laws and any legal restrictions applicable to such reporting, each GE Supplier is expected to promptly inform GE of any Integrity concern involving or affecting GE, whether or not the concern involves the Supplier, as soon as the Supplier has knowledge of such Integrity concern. A GE Supplier shall also take such steps as GE may reasonably request to assist GE in the investigation of any Integrity concern involving GE and the Supplier.

I. Define your concern: Who or what is the concern? When did it arise? What are the relevant facts?

II. Prompt reporting is crucial -- an Integrity concern may be raised by a GE Supplier as follows:

- By discussing it with a cognizant GE Energy Manager;
 - By calling the GE Energy Integrity Helpline at +1 800-443-1391 or +1 678-844-4967 or the GE Corporate Integrity Helpline at +1 800-227-5003 or +1 203-373-2603;
 - By emailing ombudsman@corporate.ge.com;
- or
- By contacting any Compliance Resource (e.g., GE legal counsel or auditor). A GE Compliance Resource will promptly review and investigate the concern.

III. GE Policy forbids retaliation against any person reporting an Integrity concern.